



## U.S. Department of Justice

### Federal Bureau of Prisons

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*Washington, DC 20534*

March 20, 2009

To All Interested Parties:

The United States Department of Justice, Federal Bureau of Prisons (BOP) is issuing a Request for Proposals (RFP) for the management and operation of a correctional facility to house approximately 1,380 low security, adult male inmates consisting primarily of DC sentenced felons and criminal aliens. The criminal alien population will ordinarily be adult males, non-U.S. citizens that are primarily Mexican, with 90 months or less remaining to serve on their sentences. The population of approximately 1,380 inmates are presently housed at the Rivers Correctional Institution in Winton, North Carolina. The current contract will expire on March 6, 2011.

This requirement will be fulfilled through a single award. The inmates shall be housed in a secure correctional institution located within a 500 mile radius of the United States Capitol in Washington, D.C. Faith-based and Community-based organizations can submit offers equally with other organizations for contracts for which they are eligible.

Potential offerors must submit all potential places of performance to be proposed to the Contracting Officer by Monday, April 6, 2009. Please submit this information using attachment J-13, Offeror's Intent to Propose, located in section J of the solicitation. This information is required in advance of submitting proposals so that the Contracting Officer can request Service Contract Act Wage Determinations for all places of performance. The wage determinations will be incorporated into the solicitation via an amendment.

A Pre-Proposal Conference will be held on Thursday, April 2, 2009 at 10:00am, and will be located at the BOP, 400 First Street, NW, Washington, DC, 20534. The conference agenda will include an overview of the requirements for environmental information, the Residential Drug Abuse Program, the Vocational Training Program, and also Small Business Subcontracting. While attendance is not mandatory, potential offerors are highly encouraged to attend to ask questions and receive clarifications regarding the solicitation. Advance notification of attendance is required. In order to ensure all questions are addressed completely at the conference, please submit all questions pertaining to this solicitation, in addition to any attendance notification, by Friday, March 27, 2009, to Amanda Pennel at [Apennel@bop.gov](mailto:Apennel@bop.gov).

All potential offerors are advised that this solicitation includes the clause 52.204-7, Central Contractor Registration (CCR) (July 2006). This clause requires that all contractors doing business with the Federal Government after September 30, 2003 be registered in the CCR database. Offerors should include their Data Universal Number System (DUNS) number in their offers on the Standard Form (SF) 33. The Contracting Officer will verify registration in the CCR database prior to award by entering the potential awardee's DUNS number into the CCR database. Failure to complete the registration procedures outlined in this clause may result in elimination from consideration for award.

Proposals must be received by 2:00PM Eastern Time on Tuesday, May 19, 2009, unless otherwise amended in writing by the Contracting Officer. If you have any questions, please feel free to contact Amanda Pennel, Contracting Officer, via email at [Apennel@bop.gov](mailto:Apennel@bop.gov).

Sincerely,

//s//

Amanda Pennel  
Contracting Officer

Enclosures

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 238 PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER  RFP-PCC-0016	4. TYPE OF SOLICITATION  <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED  3/20/2009	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY U.S. DOJ - FEDERAL BUREAU OF PRISONS PRIVATIZED CORRECTIONS CONTRACTING 320 FIRST STREET, NW - ROOM 5006 WASHINGTON, DC 20534		8. ADDRESS OFFER TO (If other than Item 7) FEDERAL BUREAU OF PRISONS ATTN: AMANDA J. PENNEL, CONTRACTING OFFICER 320 FIRST STREET, NW - ROOM 5006 WASHINGTON, DC 20534			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and See Sec. L copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in SEE BLOCK 8. until 2:00PM local time 5/19/2009

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME  AMANDA J. PENNEL	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 202 616-1647	C. E-MAIL ADDRESS  APENNEL@BOP.GOV
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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 300 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS <small>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</small>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <small>(Type or print)</small>
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.			17. SIGNATURE
15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			
			18. OFFER DATE

### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise)
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  <small>(Signature of Contracting Officer)</small>
		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**SF-33 Continuation Page**  
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## **RFP-PCC-0016**

### **PART I - THE SCHEDULE**

#### **SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

##### **SERVICES AND PRICES/COSTS**

The contract resulting from this solicitation will be an Indefinite-Delivery Indefinite-Quantity type contract for services incorporating an award-fee incentive. At the sole discretion of the Government, an award-fee may be issued to the contractor in recognition of quality performance as outlined in Section J.

The period of performance for any contract which the Government may award under the terms and conditions of this RFP will be for a four-year base period, with three two-year option periods.

##### **PRICING INSTRUCTIONS**

Offerors must submit offer(s) for the total four-year base period and three two-year option periods.

In the event funds are not available after the first, second, third or fourth year of the base period or after the first year of any of the two-year option periods, the Government reserves the right to cancel the contract in accordance with FAR 52.217-2, Cancellation Under Multiyear Contracts.

In the event the contract is cancelled after the first year of the base period because funds are not available, the contractor will be compensated in accordance with FAR 52.217-2, Cancellation Under Multiyear Contracts, up to the cancellation ceilings set forth below. Ceilings exclude amounts for requirements included in prior years:

Base Year 2 - 30% of the non-recurring allowable costs for the remaining Base Period

Base Year 3 - 15% of the non-recurring allowable costs for the remaining Base Period

Base Year 4 - 7.5% of the non-recurring allowable costs for the remaining Base Period

In the event the contract is cancelled during an option period because funds are not available, the contractor will be compensated for the second year of the option period in accordance with FAR 52.217-2, Cancellation Under Multiyear Contracts, up to the following cancellation ceiling: 7.5% of the second year of that option period price.

### **PRICING SCHEDULES**

For purposes of price evaluation and according to the above instructions, offerors must submit their proposed prices on the attached Pricing Schedule.

The contractor will be required to house a daily population up to 15% over the 100% accepted contract beds. The contract requirement found in Section C regarding a minimum 10% segregation capacity of the 100% accepted contract beds, is not included in the 100% population total.

For example:

If the Accepted Contract Beds (100%) = 1,000 beds

Then, the Maximum Number of Beds (115%) = 1,150 beds  
(15% Additional Beds (150) is composed of the number of Segregation Beds + Other Beds)

Segregation Beds (10% of the Accepted Contract Beds) = 100 beds  
Other Beds (Additional Beds - Segregation Beds) = 50 Beds

Maximum Number of Beds (115%) = Accepted Contract Beds + Segregation Beds + Other Beds

The contractor is required to set aside a unit/pod with a capacity for 48 beds specifically for the Residential Drug Abuse Program (RDAP) at all capacity levels.

- **Four-Year Base Period** - For the Base Period, offerors must submit:

- (1) a Monthly Ramp Up Price (MRP);
- (2) Ramp Up Per Diem Price (price per inmate per day) for the ramp up period

- (3) a Monthly Operating Price (MOP);
- (4) a Fixed Incremental Unit Price (FIUP);
- (5) a Per Diem Price at 90%, 100%, and 115% capacity; and
- (6) an Annual Operating Price (AOP) for each year of the base period, combining the MOP and the FIUP (calculations should be based on a daily population of 115% of contract beds).

► **Two-Year Option Periods** - Offerors must submit:

- (1) MOP;
- (2) FIUP;
- (3) a Per Diem Price at 90%, 100%, and 115% capacity; and
- (4) AOP for each year of the option period, combining the MOP and the FIUP (calculations should be based on a daily population of 115% of contract beds).

► **Ramp Down Pricing** - Offerors must submit:

- (1) a Monthly Ramp Down Price (MRDP)
- (2) Ramp Down Per Diem Price (price per inmate per day) for the ramp down period

The Government is required to order and the contractor required to furnish at least a guaranteed minimum quantity of 90% of the accepted number of contract beds. In addition, if ordered, the contractor must furnish any additional quantities, not to exceed an estimated maximum of 115% of the accepted number of contract beds. The guaranteed minimum quantity of 90% of the accepted number of contract beds is not applicable during either the ramp up period or the ramp down period.

**Monthly Ramp Up Price (MRP)** - The MRP applies when the average number of inmates housed in a monthly payment period does not exceed 50% of 100% contract beds. Once the population reaches 51% or higher of the 100% accepted contract beds during a monthly payment period the MRP shall be considered expired for the remainder of the contract. The MOP becomes effective after the expiration of the MRP. During the ramp up period, the Government is required to order and the contractor required to furnish at least a guaranteed minimum quantity of 50% of the accepted number

of contract beds.

**Monthly Operating Price (MOP)** - The MOP will apply after the Ramp Up Period when the average number of inmates housed in a monthly payment period exceeds 50% of 100% accepted contract beds.

**Fixed Incremental Unit Price (FIUP)** - The FIUP is the unit price per inmate day that will apply when the average number of inmates housed in a monthly payment period exceeds 90% of 100% contract beds.

**Monthly Ramp Down Price (MRDP)** - Monthly ramp down refers to a period of time when inmates are transferred from the facility due to the expiration of the contract. This period may become effective approximately three (3) months prior to the expiration of the contract. The MRDP applies when the average number of inmates housed in a monthly payment period falls below 51% of the 100% accepted contract beds. When ramp down becomes effective, the Government is required to order and the contractor required to furnish at least a guaranteed minimum quantity of 50% of the accepted number of contract beds.

**Payment** - Monthly payments will begin after Notice to Proceed is issued and inmates begin entering the institution. Notice to Proceed will take effect on the first day of a calendar month.

**PRICING SCHEDULE:  
RFP-PCC-0016**

**Offeror:**

**Location:**

**Number of contract beds:**

**50% Contract Beds:**

**90% Contract Beds:**

**100% Contract Beds:**

**115% Contract Beds:**

<b>BASE YEAR #1 Ramp-Up Period (estimated 3 months = 91 days)</b>	
Monthly Ramp Up Price (inmates up to 50% - Guaranteed Minimum)	
\$	Per month
Total Ramp Up Price (for est. 3 months/91 days)	
\$	
Per Diem (price per inmate/day)	
\$	

BASE YEAR #1 Post Ramp-Up Period (estimated 9 months = 274 days)		
Monthly Operating Price (MOP) (up to 90%) (Guaranteed Minimum)		
\$	Per month	
Fixed Incremental Unit Price (FIUP) per inmate/day:		
\$	Per inmate/day	
Per diem at 90% capacity:	Per diem 100% capacity:	Per diem at 115% capacity:
\$ Per inmate/day	\$ Per inmate/day	\$ Per inmate/day
Total Annual Operating Price (AOP) for Base Year including Ramp Up Period with FIUP to 115%*:		
\$	(Estimated Maximum)	



<b>BASE YEAR #2 (12 MONTHS = 365 days)</b>		
Monthly Operating Price (MOP) (up to 90%) (Guaranteed Minimum)		
\$ <b>Per month</b>		
Fixed Incremental Unit Price (FIUP) per inmate/day:		
\$ <b>Per inmate/day</b>		
Per diem at 90% capacity*:	Per diem at 100% capacity*:	Per diem at 115% capacity*:
\$ <b>Per inmate/day</b>	\$ <b>Per inmate/day</b>	\$ <b>Per inmate/day</b>
Total Annual Operating Price (AOP) with FIUP to 115%*:		
\$ (Estimated Maximum)		

<b>BASE YEAR #3 (12 MONTHS = 365 days)</b>		
Monthly Operating Price (MOP) (up to 90%) (Guaranteed Minimum)		
\$ <b>Per month</b>		
Fixed Incremental Unit Price (FIUP) per inmate/day:		
\$ <b>Per inmate/day</b>		
Per diem at 90% capacity:	Per diem at 100% capacity:	Per diem at 115% capacity:
\$ <b>Per inmate/day</b>	\$ <b>Per inmate/day</b>	\$ <b>Per inmate/day</b>
Total Annual Operating Price (AOP) with FIUP to 115%*:		
\$ (Estimated Maximum)		

<b>BASE YEAR #4 (12 MONTHS = 365 days)</b>		
Monthly Operating Price (MOP) (up to 90%) (Guaranteed Minimum)		
\$ <b>Per month</b>		
Fixed Incremental Unit Price (FIUP) per inmate/day:		
\$ <b>Per inmate/day</b>		
Per diem at 90% capacity:	Per diem at 100% capacity:	Per diem at 115% capacity:
\$ <b>Per inmate/day</b>	\$ <b>Per inmate/day</b>	\$ <b>Per inmate/day</b>
Total Annual Operating Price (AOP) with FIUP to 115%*:		
\$ (Estimated Maximum)		

<b>OPTION PERIOD #1 - YEAR ONE (12 MONTHS = 365 days)</b>		
Monthly Operating Price (MOP) (up to 90%) (Guaranteed Minimum)		
\$ _____ Per month		
Fixed Incremental Unit Price (FIUP) per inmate/day:		
\$ _____ Per inmate/day		
Price at 90% capacity:	Price at 100% capacity:	Price at 115% capacity:
\$ _____ Per inmate/day	\$ _____ Per inmate/day	\$ _____ Per inmate/day
Total Annual Operating Price (AOP) with FIUP to 115%*:		
\$ _____ (Estimated Maximum)		

<b>OPTION PERIOD #1 - YEAR TWO (12 MONTHS = 365 days)</b>		
Monthly Operating Price (MOP) (up to 90%) (Guaranteed Minimum)		
\$ _____ Per month		
Fixed Incremental Unit Price (FIUP) per inmate/day:		
\$ _____ Per inmate/day		
Per diem at 90% capacity:	Per diem at 100% capacity:	Per diem at 115% capacity:
\$ _____ Per inmate/day	\$ _____ Per inmate/day	\$ _____ Per inmate/day
Total Annual Operating Price (AOP) with FIUP to 115%*:		
\$ _____ (Estimated Maximum)		

<b>OPTION PERIOD #2 - YEAR ONE (12 MONTHS = 365 days)</b>		
Monthly Operating Price (MOP) (up to 90%) (Guaranteed Minimum)		
\$ _____ Per month		
Fixed Incremental Unit Price (FIUP) per inmate/day:		
\$ _____ Per inmate/day		
Per diem at 90% capacity:	Per diem at 100% capacity:	Per diem at 115% capacity:
\$ _____ Per inmate/day	\$ _____ Per inmate/day	\$ _____ Per inmate/day
Total Annual Operating Price (AOP) with FIUP to 115%*:		
\$ _____ (Estimated Maximum)		

**OPTION PERIOD #2 - YEAR TWO (12 MONTHS = 365 days)**

Monthly Operating Price (MOP) (up to 90%) (Guaranteed Minimum)

\$ \_\_\_\_\_ Per month

Fixed Incremental Unit Price (FIUP) per inmate/day:

\$ \_\_\_\_\_ Per inmate/day

Per diem at 90% capacity:

\$ \_\_\_\_\_ Per inmate/day

Per diem at 100% capacity:

\$ \_\_\_\_\_ Per inmate/day

Per diem at 115% capacity:

\$ \_\_\_\_\_ Per inmate/day

Total Annual Operating Price (AOP) with FIUP to 115%\*:

\$ \_\_\_\_\_ (Estimated Maximum)

**OPTION PERIOD #3 - YEAR ONE (12 MONTHS = 365 days)**

Monthly Operating Price (MOP) (up to 90%) (Guaranteed Minimum)

\$ \_\_\_\_\_ Per month

Fixed Incremental Unit Price (FIUP) per inmate/day:

\$ \_\_\_\_\_ Per inmate/day

Per diem at 90% capacity:

\$ \_\_\_\_\_ Per inmate/day

Per diem at 100% capacity:

\$ \_\_\_\_\_ Per inmate/day

Per diem at 115% capacity:

\$ \_\_\_\_\_ Per inmate/day

Total Annual Operating Price (AOP) with FIUP to 115%\*:

\$ \_\_\_\_\_ (Estimated Maximum)

**OPTION PERIOD #3 - YEAR TWO (12 MONTHS = 365 days)**

Monthly Operating Price (MOP) (up to 90%) (Guaranteed Minimum)

\$ \_\_\_\_\_ Per month

Fixed Incremental Unit Price (FIUP) per inmate/day:

\$ \_\_\_\_\_ Per inmate/day

Per diem at 90% capacity:

\$ \_\_\_\_\_ Per inmate/day

Per diem at 100% capacity:

\$ \_\_\_\_\_ Per inmate/day

Per diem at 115% capacity:

\$ \_\_\_\_\_ Per inmate/day

Total Annual Operating Price (AOP) with FIUP to 115%\*:

\$ \_\_\_\_\_ (Estimated Maximum)

**RAMP-DOWN PRICING**

Monthly Ramp Down Price (MRDP) (inmates below 51%) (Guaranteed Minimum 50%)

\$ \_\_\_\_\_ Per month

Per diem (price per inmate/day at 50% &amp; below): (one month = 30.4 days)

\$ \_\_\_\_\_ Per inmate/day

**\*Explanation for Calculation of FIUP total:**

**Formula:**

FIUP Total = (Fixed Incremental Unit Price per inmate) X (# of inmates above 90% to 115% contract beds) X (365)

(1) First, figure the number of inmates for the FIUP. FIUP will apply to 250 inmates in the following example.

**Example:** 900 beds = 90%  
1,000 beds = 100%  
1,150 beds = 115%

$$\begin{aligned} \text{Number of FIUP inmates} &= 115\% \text{ number} - 90\% \text{ number} && \text{Or} \\ &= 1150 - 900 && = \mathbf{250 \text{ inmates}} \end{aligned}$$

(2) Then calculate the FIUP total.

Example: If the FIUP per inmate day = \$10.00, then  
FIUP TOTAL = (\$10.00) x (250 inmates) x (365 days) = \$912,500.

If discrepancies exist between the unit prices, including the FIUP, and the total prices, the unit prices will govern.

**\*Explanation for Calculation of AOP:**

**Formula:**  $AOP = (MOP) \times (12 \text{ months}) + (FIUP \text{ Total})$

**Example:** If MOP = \$1,000,000.00 And FIUP Total = \$912,500

$$\text{AOP} = (\$1,000,000.00) \times (12 \text{ months}) + (\$912,500.00) = \$12,912,500.00$$

[End of Section]

SECTION C - PERFORMANCE WORK STATEMENT

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## **INTRODUCTION**

The National Capital Revitalization and Self-Government Improvement Act of 1997 mandates that the Bureau of Prisons (BOP) house a portion of the District of Columbia (DC) sentenced felon population in private contract facilities.

The BOP has proceeded to comply with this mandate by identifying the appropriate populations to fulfill the requirement from the overall DC sentenced felon population.

This Performance Work Statement (PWS) sets forth the contract performance requirements for the management and operation of a contractor owned and operated correctional institution to accommodate approximately 1,380 beds for a low security adult male population consisting primarily of DC sentenced felons and criminal aliens. The criminal alien population will ordinarily be low security adult males, non-U.S. citizens who are primarily Mexican, with 90 months or less remaining to serve on their sentences.

The proposed facility may be an existing facility, a newly constructed facility, or an existing facility with renovation or expansion which can accommodate approximately 1,380 beds on a daily basis. The facility must be able to meet all of the requirements of the solicitation. The institution shall be located within a 500 mile radius of the United States Capitol, in Washington, DC. Offerors are prohibited from housing any other inmate population within the same fence perimeter; however, multiple populations at a prison complex with separate fence lines would be acceptable. Shared services within each fence line is not acceptable.

The institution shall include a Special Housing Unit (SHU) with a capacity of at least 10% of the accepted number of contract beds. The contractor will be required to house a daily population up to 15% over the accepted number of contract beds.

The contractor shall ensure the facility operates in a manner consistent with the mission of the BOP. The BOP's mission is the protection of society by confining offenders in the controlled environments of prisons and community-based facilities which are safe, humane, cost efficient, appropriately secure and provide work and other self-improvement opportunities to assist inmates in becoming law abiding citizens.

The contractor shall be ready to begin accepting inmates and

1 assume full responsibility for the operation, maintenance and  
2 security of the institution no later than March 7, 2011, at which  
3 time a Notice to Proceed (NTP) is anticipated to be issued.

4 Prior to issuance of the NTP, the BOP will perform numerous  
5 assessments to ensure the contractor is prepared to accept  
6 responsibility for performing all requirements of the contract.

7 The contractor shall notify the CO in writing when it is ready to  
8 accept inmates and assume full responsibility for the operation,  
9 maintenance and security of the institution, which shall occur no  
10 later than 30 days prior to the contractor's expected NTP date.

11 Unless otherwise specified, all plans, policies and procedures,  
12 including those identified in the most current edition of  
13 American Correctional Association Standards for Adult  
14 Correctional Institutions (ACA/ACI Standards), shall be developed  
15 by the contractor and submitted in writing to the Contracting  
16 Officer's Representative (COR) for review and concurrence prior  
17 to issuance of the NTP. Once concurrence has been granted, these  
18 plans, policies and procedures shall not be modified without the  
19 prior written concurrence of the COR.

20 The NTP will be issued subsequent to receiving the contractor's  
21 notification it is prepared to receive inmates and the BOP's sole  
22 determination the contractor is capable of accepting inmates.  
23 The contractor shall be prepared to accept inmates immediately  
24 upon issuance of the NTP.

25 It is anticipated that the BOP will designate individuals  
26 committed as DC sentenced felons and criminal aliens to the  
27 institution. However, the BOP may designate any inmate within  
28 its custody utilizing the same designation criteria as used at  
29 other BOP facilities. Program Statement 5100.08, dated  
30 9/12/2006, Inmate Security Designation and Custody Classification  
31 Manual, outlines the procedures for designating inmates.

32 Inmate movement to the institution is anticipated to occur at an  
33 estimated rate of 180 inmates per week. The estimated weekly  
34 movement to the institution will result in the population meeting  
35 the 1,380 bed requirement in 8 weeks. The institution activation  
36 schedule of 180 inmates per week is an estimate only. Actual  
37 movement will depend on many factors, including, but not limited  
38 to, the contractor's ability to provide services in accordance  
39 with the contract; sentencing of offenders by DC and federal  
40 courts and designation of offenders by the BOP.

1 The contractor does not have a right of refusal and shall accept  
2 all designations from the BOP.

3 The contractor is prohibited from constructing any additional bed  
4 space or facilities at the contract location after award without  
5 the prior written approval of the CO.

6 The contractor shall furnish all personnel, management,  
7 equipment, supplies and services necessary for performance of all  
8 aspects of the contract. Unless explicitly stated otherwise, the  
9 contractor is responsible for all costs associated with and  
10 incurred as part of providing the services outlined in this  
11 contract.



1     **EXPLANATION OF PERFORMANCE WORK STATEMENT TERMS**

2     ACA/ACI - American Correctional Association - Adult Correctional  
3     Institution. The private, nonprofit organization that  
4     administers the only national accreditation program for all  
5     components of adult and juvenile corrections. Its purpose is to  
6     promote improvement in the management of correctional agencies  
7     through the administration of a voluntary accreditation program  
8     and the ongoing development and revision of relevant, useful  
9     standards.

10    BOP - Federal Bureau of Prisons.

11    Building Trades Vocational Training (BTVT) Program - An  
12    accredited building trades program consisting of eight competency  
13    areas that include at a minimum: drywall, framing, blueprint  
14    reading, masonry, plumbing, electrical, roofing, and siding.

15    CO - Contracting Officer. A Government employee, who by virtue  
16    of a Contracting Officer's Warrant, is the only Government  
17    employee authorized to obligate, negotiate, award, administer,  
18    cancel, or terminate contracts on behalf of the United States  
19    Government. COs are responsible for: ensuring performance of  
20    all necessary actions for effective contracting, ensuring  
21    compliance with the terms of the contract and safeguarding the  
22    interest of the Government in its contractual relationships.

23    Contract Award Date - The date the CO signs the contract.

24    Contract Day - A "day" is considered a calendar day.

25    Contractor - The entity to whom the Government has awarded the  
26    contract.

27    COR - Contracting Officer's Representative. The Government  
28    employee, designated in writing by the CO, authorized to perform  
29    certain limited functions on behalf of the CO. The extent of COR  
30    responsibilities are outlined in Section G of the contract and  
31    the COR Designation Letter which will be provided to the  
32    contractor. Typically, the COR is the Privatization Field  
33    Administrator.

34    COTR - Contracting Officer's Technical Representative.  
35    Government staff, designated in writing by the CO, who assist the  
36    CO and COR in the performance of duties. The extent of COTR  
37    responsibilities are outlined in Section G of the contract. COTR  
38    responsibilities are delineated in writing by the CO and will be

1 provided to the contractor. Typically, the COTR is the Senior  
2 Secure Institution Manager.

3 Credentials - Documents permitting primary source verification  
4 regarding qualifications, including education, training,  
5 licenser, experience and board certification of an employee.

6 DC - District of Columbia.

7 DCDOC - District of Columbia Department of Corrections.

8 DHO - Discipline Hearing Officer. The Government trained and  
9 certified contractor employee responsible for conducting  
10 disciplinary hearings.

11 DOJ - Department of Justice.

12 DSCC - Designation and Sentence Computation Center.

13 Emergency - Any significant disruption of normal institution  
14 procedure, policy or activity caused by inmate disturbances, work  
15 or food strikes, food borne illnesses, escapes, fires, natural  
16 disasters, employee strikes or work stoppages, or other serious  
17 incidents.

18 EOIR - Executive Office for Immigration Review. A component of  
19 DOJ with responsibility for interpreting and administering  
20 federal immigration law by conducting immigration court  
21 proceedings, appellate reviews and administrative hearings. The  
22 organization adjudicates immigration cases involving detained  
23 aliens, criminal aliens and aliens seeking asylum as a form of  
24 relief from removal.

25 FBI - Federal Bureau of Investigation.

26 FOIA Exempt - Information which is exempt from release under the  
27 Freedom of Information Act, 5 United States Code (USC) 552.

28 Former Inmate - A person who has been found guilty of committing  
29 a felony or misdemeanor for whom less than one year has elapsed  
30 since release from custody or any type of supervision.

31 HSU - Health Services Unit. The organizational unit providing  
32 routine and emergency health care. The HSU is the designated  
33 part of a facility delivering health care to inmates.

34 ICE - United States Immigration and Customs Enforcement.

1 Inmate - An individual confined under the auspices and authority  
2 of the BOP or under supervision of a federal court.

3 Inmate Records - Information concerning an inmate's personal,  
4 criminal and medical history, behavior and activities while in  
5 custody. This may include detainers, personal property receipts,  
6 visitor lists, photographs, fingerprints, disciplinary  
7 infractions and actions taken, grievance reports, work  
8 assignments, program participation, miscellaneous correspondence  
9 and forms prescribed by Government policy, etc.

10 Lethal Force - The force a person uses with the purpose of  
11 causing or which they know or should know would create a  
12 substantial risk of causing death or serious bodily harm.

13 MOAR - Minimum Operational Availability Rate. The monthly rate  
14 for computer services/resource components which is a percentage  
15 calculated by dividing the accumulated monthly down time hours by  
16 the total number of hours of operation for a given month.

17 Negative Pressure Room - A room where the direction of air flow  
18 is controlled by creating a lower (negative) pressure in the area  
19 into which flow of air is desired.

20 NTP - Notice To Proceed. The official written notice signed and  
21 issued by the CO which authorizes the contractor to proceed with  
22 the contract and begin providing services under the contract.  
23 The contractor shall be prepared to accept inmates immediately  
24 upon issuance of the NTP.

25 OIG - Office of the Inspector General, Department of Justice.

26 PS - Program Statement. A BOP written directive that establishes  
27 policy in a given area.

28 RDAP - Residential Drug Abuse Program. An intensive residential  
29 drug treatment program for participants with a verifiable,  
30 documented drug abuse problem. It is a course of individual and  
31 group activities provided by a team of drug abuse treatment  
32 specialists and a drug abuse treatment coordinator in a treatment  
33 unit set apart from the general population.

34 Records Office - The office responsible for maintaining records,  
35 coordination of movement and other related functions.

36 Safety Equipment - Including, but not limited to, fire fighting  
37 equipment (e.g., chemical extinguishers, hoses, nozzles, water

1 supplies, alarm systems, portable breathing devices, gas masks,  
2 fans, first aid kits, stretchers).

3 Sensitive But Unclassified - Information which is unclassified  
4 information of a sensitive, proprietary or personally private  
5 nature which must be protected against release to unauthorized  
6 individuals.

7 SENTRY - The BOP's online real-time database system used  
8 primarily for maintaining information about federal inmates. It  
9 contains information about sentencing, work assignments,  
10 admission/release status and other special assignments for  
11 monitoring inmate status. The SENTRY system also includes  
12 property management and other modules which address most aspects  
13 of incarceration.

14 Subcontract - Any agreement entered into by the contractor who  
15 was awarded the contract ("prime contractor") with another entity  
16 to provide services and supplies to accomplish performance of the  
17 contract.

18 Subcontractor, Full Time - An individual performing work in the  
19 contract facility which requires performance in excess of 29 or  
20 more total days or 232 hours which can be accrued incrementally  
21 (i.e., 2 hours per week, 3 days per week) or in a one month  
22 period.

23 Subcontractor, Part Time - An individual performing work in the  
24 contract facility which requires performance of 29 total days or  
25 232 hours or less which can be accrued incrementally (i.e., 2  
26 hours per week, 3 days per week) in a 29 day period. Part-time  
27 subcontractors shall be escorted at all times while in the  
28 institution or when outside the institution if the possibility  
29 exists of coming into contact with inmates.

30 USMS - United States Marshals Service.

31 Warden - The contractor's official, regardless of title (e.g.,  
32 Chief Executive Officer), who has ultimate on site responsibility  
33 for the overall management and operation of a facility.

34 Additional definitions are contained in the ACA/ACI Standards and  
35 Standards Supplement.

## **PERFORMANCE OBJECTIVES**

### **A. Contract Performance**

All services and programs shall comply with the PWS; United States Constitution; all applicable federal, state and local laws and regulations; applicable Presidential Executive Orders (E.O.); all applicable case law; and court orders. Should a conflict exist between any of the aforementioned standards, the most stringent shall apply. When a conflict exists and a conclusion cannot be made as to which standard is more stringent, the CO shall determine the appropriate standard. The contractor shall comply with and implement any applicable changes to BOP policy, Department of Justice (DOJ) regulation, Congressional mandate, federal law, DC law, or E.O. Should the Government invoke such changes, the contractor retains rights and remedies (i.e., equitable adjustment) under the terms and conditions of the contract.

The BOP reserves the right to have various staff on site to monitor contract performance. The Government reserves its right to conduct announced and unannounced inspections of any part of the institution at any time and by any method to assess contract compliance.

### **B. General Administration**

The contractor is required to perform in accordance with the most current edition of the ACA/ACI Standards. The contractor shall obtain ACA accreditation within 24 months of NTP and shall maintain continual compliance with all ACA/ACI Standards during the performance of the contract unless otherwise specified by the CO. Once full accreditation has been obtained, the contractor shall maintain this accreditation throughout the life of the contract, inclusive of any option periods exercised. Failure to perform in accordance with contract requirements and to obtain ACA accreditation within 24 months of NTP may result in a reduction of the monthly operating price in accordance with the contract terms.

Accomplishment of some ACA/ACI Standards is augmented by BOP policy and/or procedure. In these instances, the PWS identifies and provides direction for the enhanced requirements.

The contractor is responsible for the development and administration of a comprehensive Quality Control Program (QCP) which ensures all requirements of this contract are achieved.

1 The specific requirements for the QCP are detailed in Section J.

2 Several sections of this PWS require the contractor to maintain a  
3 system of records identical to the BOP. The contractor shall not  
4 establish a separate system of records without prior written  
5 approval of the CO. All records related to contract performance  
6 shall be retained in a retrievable format for the duration of the  
7 contract. Except as otherwise expressly provided in this PWS,  
8 the contractor shall, upon completion or termination of the  
9 resulting contract or upon request, transmit to the Government  
10 any records related to performance of the contract.

11 The contractor shall comply with all statutes, regulations and  
12 guidelines from the National Archives and Records Administration.  
13 Records and information management functions are required and  
14 mandated by the following regulations: 44 USC 21, 29, 31 and 33;  
15 36 Code of Federal Regulations (CFR) Chapter 12, Sub-chapters A  
16 and B; Office of Management and Budget (OMB) Circular A-130; and  
17 DOJ Order 2710.8C, Removal and Maintenance of, and Access to,  
18 Documents. Criminal penalties for unlawfully destroying,  
19 damaging or removing federal records is addressed in 18 USC 2071,  
20 793, 794 and 798.

21 The contractor shall protect, defend, indemnify, save and hold  
22 harmless the Government, BOP and its employees or agents from and  
23 against any and all claims, demands, expenses, causes of action,  
24 judgments and liability arising out of, or in connection with,  
25 any negligent acts or omissions of the contractor, its agents,  
26 subcontractors, employees, assignees or any one for whom the  
27 contractor may be responsible. The contractor shall also be  
28 liable for any and all costs, expenses and attorneys fees  
29 incurred as a result of any such claim, demand, cause of action,  
30 judgment or liability, including those costs, expenses and  
31 attorneys fees incurred by the Government, BOP and its employees  
32 or agents. The contractor's liability shall not be limited by  
33 any provision or limits of insurance set forth in the resulting  
34 contract.

35 In awarding the contract, the Government does not assume any  
36 liability to third parties, nor will the Government reimburse the  
37 contractor for its liabilities to third parties, with respect to  
38 loss due to death, bodily injury, or damage to property resulting  
39 in any way from the performance of the contract or any  
40 subcontract under this contract.

41 The contractor shall be responsible for all litigation, including  
42 the cost of litigation, brought against it, its employees or

1 agents for alleged acts or omissions. The CO/COR shall be  
2 notified in writing of all litigation pertaining to this contract  
3 and provided copies of any pleadings filed or said litigation  
4 within five working days of the filing. The contractor shall  
5 cooperate with Government legal staff and/or the United States  
6 Attorney regarding any requests pertaining to federal or  
7 contractor litigation.

8 Policies and procedures shall be developed to ensure a positive  
9 relationship is maintained with all levels of the federal  
10 judiciary. The contractor's procedures shall ensure a tracking  
11 system is established which mandates all judicial inquiries and  
12 program recommendations are responded to in a timely and accurate  
13 manner. All judicial inquiries and contractor responses  
14 specifically related to an inmate shall be made part of the  
15 inmate's central file.

16 The contractor shall notify the COR immediately when a request is  
17 made by a member of the United States Congress for information or  
18 to visit the institution. All responses to Congress shall be  
19 cleared, in advance, by the COR.

20 The COR shall be notified when a request is made for inmate or  
21 employee interviews or visits to the institution by any  
22 representative of the media as defined by PS 1480.05, News Media  
23 Contacts, dated 9/21/00. The contractor shall permit inmate  
24 interviews by legitimate media consistent with PS 1480.05.

25 The contractor shall coordinate, in advance, all public  
26 information related issues with the CO prior to NTP and the COR  
27 after NTP. All press statements and releases shall be cleared,  
28 in advance, with the CO prior to NTP and the COR after NTP.

29 The contractor shall ensure employees agree to use appropriate  
30 disclaimers clearly stating the employees' opinions do not  
31 necessarily reflect the position of the BOP or DOJ in any public  
32 presentations they make or articles they write which relate to  
33 any aspect of contract performance or the facility operations.

34 The contractor shall promptly make public announcements stating  
35 the facts of unusual newsworthy incidents to local media.  
36 Examples of such events include, but are not limited to, deaths  
37 by other than natural causes, escapes from custody and  
38 institution emergencies.

## C. Fiscal Management

### Commissary Operation

A commissary shall be operated by the contractor as a privilege for inmates. The commissary shall have items available for purchase which are not required to be furnished by the contractor in accordance with the objectives of the contract. Inmates shall have the opportunity to purchase from the commissary at least once a week. A copy of the commissary inventory shall be provided to the BOP upon request.

The contractor shall ensure inmates spend no more on purchases than the BOP's current national spending limitation for commissary sales. The contractor shall not sell or stock items which are prohibited by the BOP as defined in PS 4500.05, Trust Fund/Deposit Fund Manual, dated 1/22/07, Chapter 3.4.

The selling price of each item ordered and sold in the commissary shall be calculated based on the cost of each sellable unit. The markup of merchandise shall be no more than the following: 0% for postage stamps, religious items, education course/resource requirements; 5% for Special Purchase Orders (SPO) purchased at retail cost; 30% on standard/SPOs purchased at non-retail cost; preprinted sales prices printed on packaging will be sold at the preprinted price. Once an item is marked up, any applicable sales tax will need to be added and the total price rounded to the next highest nickel.

The contractor shall establish procedures to maintain accountability of all trust fund monies and property to prevent waste, fraud and abuse.

The contractor shall review commissary inventories for excessive inventory differences and to ensure the commissary remains within acceptable tolerance levels. The tolerance level for inventory differences is calculated by multiplying .0025 times the last six months sales at cost.

The contractor shall establish procedures in accordance with PS 4500.05, Trust Fund/Deposit Fund Manual, dated 1/22/07, Chapter 3, when disposing of commissary merchandise when it is damaged, unfit for resale or destroyed. The total of unsaleable merchandise at cost cannot exceed .0015 times the actual regular commissary semi-annual sales at cost in any one inventory period.  
Inmate Benefit Fund



Any revenues earned in excess of those needed for commissary operations shall be used to provide benefit to all inmates, via an inmate benefit fund. The contractor may use PS 4500.05, Chapter 2, as a guide for appropriate expenditures from this fund. However, prohibited items, as defined by the BOP, shall not be purchased with commissary revenues. Individual expenditures from the inmate benefit fund that exceed \$10,000 shall be approved by the contractor's corporate office. Records of inmate benefit fund expenditures shall be maintained on site at the contract facility and available for review by the BOP. At the conclusion of the contract, the inmate benefit fund shall revert back to the Government. Any interest earned on this fund shall be credited to the inmate benefit fund.

#### Inmate Funds

If inmate funds are placed in an interest bearing account, the interest earned must be credited to the inmate.

Procedures shall be established for transferring inmate personal funds upon release from the institution, transfer to another institution, or when an inmate requests a funds transfer to an outside source. The contractor shall ensure all inmates who are scheduled for removal to foreign destinations are given all funds immediately prior to release from the institution. Transfer of inmate funds shall occur within five working days upon release from the institution, transfer to another institution, or when an inmate requests a funds transfer to an outside source.

Inmates who transfer to a BOP institution shall have their funds sent to the BOP National Lockbox address below in accordance with the procedures defined in PS 4500.05, Chapter 9.5:

Federal Bureau of Prisons  
*Insert Inmate Eight Digit Register Number*  
*Insert Inmate's Committed Name*  
PO Box 474701  
Des Moines, IA 50947-0001

#### Unclaimed Inmate Funds

The contractor shall exhaust all avenues to locate inmates and forward their inmate account balances. If after three months the inmate cannot be located, the contractor shall forward the inmate account balance to the BOP as instructed below:

- 1) Check made payable to the individual inmate must

- 1 contain the inmate's committed name and register  
2 number. The sender's name must be included on the  
3 check and/or mailing envelope.
- 4 2) Check made payable to the BOP for the purposes of  
5 consolidating several inmate account balances must be  
6 accompanied by a Field Submission Form provided by the  
7 BOP.
- 8 3) Field Submission Forms shall list the inmate's  
9 committed name, register number and amount to be  
10 credited to the inmate. One Field Submission Form  
11 shall be completed for each check.
- 12 4) Signed memorandum must accompany each Field Submission  
13 Form certifying all avenues to locate the inmate(s)  
14 listed on the form have been exhausted.
- 15 5) Unclaimed funds shall be sent to the following address:

16 Federal Bureau of Prisons  
17 *Insert Inmate Eight Digit Register Number*  
18 *Insert Inmate's Committed Name*  
19 Trust Fund Branch/Deposit Fund  
20 320 First Street, NW  
21 Room 5005  
22 Washington, DC 20534

#### 23 **D. Personnel**

24 For purposes of the Personnel portion of the contract, the terms  
25 "employee," "subject" and "applicant" refer to any person  
26 applying to work for the contractor as an employee or  
27 subcontractor, or who may already be employed by the contractor,  
28 who has not previously completed the personnel security  
29 requirements detailed in this section of the contract and who has  
30 not received a favorable suitability adjudication from the BOP.

31 The contractor shall develop written procedures for the security  
32 and supervision of employees and subcontractors who work on this  
33 contract in accordance with the Notice of Contractor Personnel  
34 Security Requirements Clause and with the requirements of  
35 Homeland Security Presidential Directive-12 (HSPD-12) located in  
36 Section I of the contract. The procedures shall include record  
37 keeping, identification badges and escort protocols. The  
38 contractor shall include these procedures in the contractor's  
39 Personnel Policy Manual.

#### 40 Staffing Plan

41 The contractor may restructure the staffing plan in any manner

1 that does not reduce the minimum performance requirements of the  
2 contract and does not eliminate essential personnel or personnel  
3 as required by the most current version of ACA/ACI Standards.

4  
5 The contractor shall provide the CO with a staffing plan and  
6 subsequent changes to the staffing plan.

#### 7 Employment Procedures

8 The Warden or designee shall be the contractor's contact person  
9 for all matters regarding the processing of contractor personnel.

10 Prior to employees entry on duty (EOD) at the facility, the  
11 contractor shall ensure the following steps are completed for  
12 each applicant, full or part time, as listed below:

- 13 1) Conduct a credit check for employment purposes as  
14 described in the Fair Credit Reporting Act;
- 15 2) Conduct a pre-employment interview;
- 16 3) Complete an Employment Eligibility Verification (Form  
17 I-9);
- 18 4) Voucher the applicant's employment record for the past  
19 five years;
- 20 5) Perform a Law Enforcement Agency Check for the past  
21 five years;
- 22 6) Certify the applicant is a U.S. citizen (see below -  
23 Other Requirements);
- 24 7) Certify the applicant has met the residency  
25 requirements (see below - Other Requirements);
- 26 8) Applicant shall complete Questionnaire for Public Trust  
27 Positions (SF-85P) or approved equivalent;
- 28 9) Complete and submit FBI fingerprint form (FD-258);
- 29 10) Coordinate the process for BOP staff to conduct  
30 criminal history checks from the National Crime  
31 Information Center (NCIC) and National Law Enforcement  
32 Telecommunication System (NLETS).

33 The contractor shall also ensure the following HSPD-12  
34 requirements are completed for each applicant who requires access  
35 to federal information systems, i.e., SENTRY:

- 36 • Employment Eligibility Verification (Form I-9) must be  
37 verified by a BOP official;
- 38 • Coordinate the process with the BOP for a National  
39 Agency Check with Inquiries (NACI);
- 40 • Questionnaire for Public Trust Positions (SF-85P) and  
41 FBI fingerprint form (FD-258) shall be submitted to the  
42 Office of Personnel Management (OPM).

1 The determination for employment suitability must be made using  
2 the BOP's current Guidelines of Acceptability (Guidelines).  
3 Based on steps #1-10 and the Guidelines, the contractor will  
4 determine if the applicant is suitable for employment. The  
5 Warden shall certify steps #1-10 have been completed with  
6 satisfactory results and submit this certification with the  
7 applicant's information to the BOP for conditional approval. The  
8 applicant's information shall include the following: full name,  
9 date of birth, driver's license number and issuing state, social  
10 security number and position applied for.

11 The contractor shall also certify the HSPD-12 requirements listed  
12 above have been completed for applicants requiring access to  
13 federal information systems. The contractor's request for  
14 conditional approval for these applicants must include the  
15 schedule date for the OPM-NACI investigation and indicate the  
16 request is for a moderate risk level position.

17 After receiving the BOP's conditional approval, the contractor  
18 shall complete the following steps:

- 19 11) Conduct a urinalysis in accordance with PS 3735.04,  
20 Drug Free Workplace, dated 6/30/97;
- 21 12) Applicant shall complete Supplemental Questionnaire for  
22 Selected Positions (OPM SF-85P-S) or approved  
23 equivalent;
- 24 13) Notify COR of Limited Background Investigation (LBI)  
25 initiation.

26 Positions requiring the OPM SF-85P-S or equivalent are those  
27 employees required to carry firearms during the course of their  
28 employment.

29 Contractor responsibilities subsequent to EOD date:

- 30 14) Notify COR within 24 hours of actual EOD;
- 31 15) Receipt and review of LBI report (Section J).

32 The BOP retains authority to approve all contractor staff,  
33 subcontractor employees and volunteers who work or have contact  
34 with federal inmates under the terms of this contract. No  
35 individual who is under supervision or jurisdiction of any  
36 parole, probation, or correctional authority shall be employed.

37 The contractor shall develop procedures to coordinate with the  
38 COR to process and initiate NCIC/NLETS functions in accordance  
39 with PS 1280.11, JUST, NCIC, and NLETS Telecommunication Systems

1 (Management and Use), dated 1/7/00, for criminal history checks  
2 to maintain institution security. NCIC/NLETS may not be utilized  
3 for Justice Employment checks. The contractor shall adhere to  
4 the Federal Bureau of Investigation (FBI) Criminal Justice  
5 Information Services (CJIS) Security Addendum as included in  
6 Section J of the contract. The contractor shall ensure use of  
7 NCIC/NLETS is performed only to the direct benefit and  
8 furtherance of the contract. The contractor shall develop  
9 procedures to coordinate with the COR to process and submit the  
10 forms required to obtain a NACI in accordance with the provisions  
11 of HSPD-12 as located in Section I of the contract and as  
12 required by OPM.

13 Within one year of each on-site employee's EOD, the contractor  
14 shall obtain, review, identify and resolve derogatory information  
15 contained on the LBI results using the Adjudication Standards for  
16 Resolving Limited Background Investigations and Periodic Re-  
17 investigations outlined in Section J. The contractor shall  
18 determine the employee's suitability for employment under this  
19 contract. Investigations with little or no derogatory  
20 information will be reviewed and forwarded to the COR within 90  
21 days of the investigation completion date. Investigations  
22 requiring resolution of derogatory information will be forwarded  
23 within 180 days of the investigation completion date. Extended  
24 adjudication time frames on a case-by-case basis may be requested  
25 from the COR.

26 The contractor shall ensure all employees and full-time  
27 subcontractor employees are reinvestigated as prescribed in the  
28 Scope and Coverage of a Periodic Reinvestigation in Section J of  
29 the contract.

30 Upon receipt, review and resolution of any derogatory information  
31 contained in the reinvestigation report, the Warden shall forward  
32 to the COR a written final determination regarding the employee's  
33 continued employment under this contract. A copy of the  
34 reinvestigation report results shall be attached.

35 The contractor shall maintain all personnel records on site for  
36 the duration of the contract and make these records available to  
37 the BOP upon request.

#### 38 Waivers

39 If the applicant does not meet the BOP's current Guidelines and  
40 is still a desirable employee, the contractor may request a  
41 written waiver to the Guidelines, submitted to the COR, which  
42 includes:

- 1) details and circumstances of the applicant's behavior which is outside the Guidelines;
- 2) reason(s) why the applicant should receive further consideration; and
- 3) availability of other suitable applicants.

#### Other Requirements

The contractor shall not employ any individual who has a felony or misdemeanor conviction of domestic violence.

The contractor shall not employ any individual who is not a U.S. citizen unless otherwise approved by the CO. Citizens of the United States include those who were: born in the United States (the fifty states, District of Columbia, Puerto Rico, Guam (since 1950), or the United States (Virgin Islands); born outside the United States to parents who are citizens of the United States, one of which was physically present in the United States or one of its outlying possessions for a continuous period of one year at any time prior to the birth of the person (in some situations only one person has to be a citizen); naturalized as a U.S. citizen; or otherwise granted citizenship under authorities described in law, beginning at 8 USC 1401. For non-citizen applicants of subcontractors, the contractor must seek approval from the CO. Non-citizen applicants of subcontractors must be citizens of an allied nation as defined by OPM (see <http://www.opm.gov/employ/html/Citizen.htm>).

All applicants or subcontractors (U.S. citizen or otherwise) must have, immediately prior to applying for a position:

- 1) resided in the United States three of the past five years;
- 2) worked for the United States overseas in a federal or military capacity; or
- 3) been a dependent of a federal or military employee serving overseas.

The CO has final approval authority for non-citizen and non-residency employment for all potential employees and subcontractors.

The contractor shall maintain verification of training and experience which shall include credentials for all professional staff. All credentials shall be kept current and maintained for the duration of the individual's performance under the contract.

## Employment Agreement

In the absence of a collective bargaining agreement, the contractor must enter into a written employment agreement with each employee assigned to work at the contractor's facility. This agreement must provide, in recognition of the public safety requirements for uninterrupted services at the contractor's facility and in return for adequate consideration, including grievance procedures, the contractor employee agrees not to strike or otherwise interrupt normal operations at the contractor's facility without giving 30 days advance written notice.

The contractor must ensure a contingency plan covering work actions or strikes is developed and maintained in a secure location.

In the event the contractor negotiates collective bargaining agreements applicable to the work force under the contract, the contractor must use its best efforts to ensure such agreements contain provisions designed to ensure continuity of services. All such agreements entered into during the contract period of performance should provide grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout or other interruption of normal operations.

For this purpose, each collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step unless the parties mutually agree upon some other method of assuring continuity of operations. As part of such agreements, management and labor should agree to cooperate fully with the Federal Mediation and Conciliation Service. The contractor shall include the substance of this clause (paragraph, provision, etc.) in any subcontracts for protective services.

## Staffing

The following are essential personnel with respective minimum qualification requirements and are critical for performance of the contract. The contractor may use other titles. Within 15 days of contract award, the contractor shall submit a written request (to include a resume) to the COR for conditional contractor employment approval of the Project Coordinator, Warden(s) and Associate Warden(s). The 15-day period may be extended for the Warden(s) and Associate Warden(s) positions if requested in writing by the contractor and approved by the CO.

1 Project Coordinator - Knowledge and experience within the  
2 last five years in planning and executing similar contract  
3 requirements as contained within this PWS.

4 Warden(s) - Knowledge of program objectives, policies,  
5 procedures and requirements for managing a secure  
6 correctional facility. A minimum of 10 years experience in  
7 corrections or related field with experience in the  
8 management of a correctional facility at the Associate  
9 Warden level or above.

10 Associate Warden(s) - Knowledge of program objectives,  
11 policies, procedures and requirements for managing a  
12 correctional facility. A minimum of 10 years experience in  
13 corrections or related field with 5 years experience in the  
14 field of corrections at the level of mid-management.

15 The essential personnel listed below are critical for the  
16 performance of this contract and must have: knowledge of program  
17 objectives, policies, procedures and requirements specific to  
18 their department. A minimum of five years experience specific to  
19 their department is required.

20 Administrator, Religious Services  
21 Case Management Coordinator  
22 Chief, Correctional Services  
23 Computer Services Manager  
24 Correctional Shift Supervisors  
25 Facilities Manager/Administrator  
26 Food Service Administrator  
27 Human Resource Manager  
28 Inmate Systems/Records Office Manager  
29 Intelligence Officer  
30 Medical Services Administrator  
31 Quality Control Specialist  
32 Safety/Environmental Specialist

33 The Administrator, Religious Services shall meet the  
34 certification standards of the American Correctional Chaplains  
35 Association.

36 The CO may reduce the monthly invoice for salaries and benefits  
37 on any unfilled essential position.

#### 38 Subcontractors

39 Full-time Subcontractors: The contractor shall complete steps  
40 #1-15, as outlined in Employment Procedures above, for each full-



1 time subcontractor employee. Any full-time subcontractor  
2 requiring SENTRY access must also have the HSPD-12 requirements  
3 completed.

4 Part-time Subcontractors: The contractor, at a minimum, shall  
5 complete the following for all part-time subcontractors:

- 6 1) Employment Eligibility Verification (Form I-9);
- 7 2) Coordinate the process for BOP staff to conduct  
8 criminal history checks - NCIC/NLETS.

9 Any part-time subcontractor requiring SENTRY access must also  
10 have the HSPD-12 requirements completed.

11 The contractor shall use the BOP's current Guidelines when  
12 determining subcontractor employment. In addition, the  
13 contractor shall not hire any subcontractor, full time or part  
14 time, who under the following circumstances: knows any person or  
15 has any relatives who are currently incarcerated in the facility;  
16 has any criminal charges currently pending; or is currently under  
17 any incarceration order, probation, or court supervision.

18 Subcontractor employees are required to adhere to the  
19 contractor's Standards of Conduct mentioned below. The BOP has  
20 the authority to approve all subcontractors who have contact with  
21 federal inmates under the terms of this contract.

## 22 Volunteers

23 The contractor shall develop written procedures for the use,  
24 security and supervision of volunteers. The procedures shall  
25 outline record keeping, identification badges and escort  
26 protocols. The contractor shall include these procedures in the  
27 Personnel Policy Manual.

28 Volunteers must be 18 years old or older. Ex-offenders with at  
29 least three years of crime-free conduct after release, or with a  
30 favorable report upon completion of probation or parole, may be  
31 utilized as volunteers. Volunteers shall not be granted waivers  
32 for unescorted status or passes.

33 The contractor shall complete the following for each volunteer  
34 working in the facility:

- 35 1) Full name and personal information, (e.g., address,  
36 date of birth, driver's license number and issuing  
37 state, social security number);
- 38 2) Complete and submit FBI fingerprint form (FD-258);

1           3)     Coordinate the process for BOP staff to conduct  
2                 criminal history checks - NCIC/NLETS.

3     The contractor, at a minimum, shall review the volunteer's  
4     personal information. The COR will review any criminal  
5     background information to determine if the applicant is suitable  
6     in accordance with the BOP's current Guidelines for entrance into  
7     the facility.

8     Volunteers are required to adhere to the contractor's Standards  
9     of Conduct mentioned below. The BOP has the authority to approve  
10    all volunteers who have contact with federal inmates under the  
11    terms of this contract.

#### 12    Standards of Conduct

13    The contractor shall develop written Standards of Conduct on  
14    employee conduct, ethics and responsibility. The contractor's  
15    Standards of Conduct shall include those standards defined in  
16    Section J. These standards shall be a part of the Personnel  
17    Policy Manual. The contractor shall document and ensure all  
18    employees review the Standards of Conduct annually. In addition  
19    to employees, subcontractors and volunteers are also required to  
20    adhere to the Standards of Conduct at all times. Employees,  
21    subcontractors and volunteers shall receive Standards of Conduct  
22    Training as part of their individual institutional  
23    familiarization and annual training. Notices explaining  
24    employees rights to report misconduct and contact information for  
25    all investigative authorities of competent jurisdiction shall be  
26    prominently displayed.

27    The contractor shall refer allegations of employee, subcontractor  
28    or volunteer misconduct in accordance with procedures defined by  
29    the BOP. The contractor shall cooperate fully with the cognizant  
30    authority in any investigation of alleged misconduct.

31    The Government reserves its right, consistent with its  
32    obligations under applicable law, to conduct investigations of  
33    any alleged misconduct which has the potential to adversely  
34    impact the programs or operations of the DOJ and BOP, including  
35    the care, custody, health and safety of inmates and BOP staff or,  
36    where applicable, the correctional institution and to withdraw  
37    final employment approval authority for any employee as warranted  
38    by Standards of Conduct violations.

#### 39    **E. Training and Staff Development**

40    The Government will provide specialized training to assist the

contractor in performing some specialized requirements. The training will be provided to the contractor at no cost and on a one-time basis only, if not previously provided under a prior contract award. Contract employees' travel/lodging expenses will not be paid by the BOP. To receive the training, the contractor must submit a written request to the COR outlining the training participants and time frame for training.

1. Records Office (Records Office Staff)

Training

- a. Movement Coordination Training - 6 hours

Self Study Courses and Modules

- a. Mail Room Self Study and Survival Skills Guide  
b. Receiving and Discharge Self Study and Survival Skills Guide  
c. Processing Inmates In-Out Module  
d. Detainers, Writs and IAD Module  
e. Mailroom Management Module  
f. Sentence Computation and Judgement and Commitment File Module

2. Correctional Programs (Affected Staff)

- a. Case Management/Central Inmate Monitoring (includes Victim Notification System) - 24 hours  
b. Inmate Discipline Training - 24 hours  
c. Disciplinary Hearing Officer (DHO) Training - 24 hours  
d. Joint Automated Booking System (JABS) - 16 hours  
e. NCIC/NLETS (Practitioner/Administrator) - training disk  
f. Adam Walsh Training - 4 hours  
g. RDAP Training - 40 hours

3. Other

- a. Human Resource Management (includes background investigation issues) - 24 hours  
b. Basic SENTRY - 2 hours  
c. Central Inmate Monitoring Certification Correspondence Course

The contractor may request, at its expense and subject to the approval of the COR, additional Government training to supplement the initial training outlined above or other training as it applies to BOP-mandated contract performance.

The contractor shall develop and implement a comprehensive staff training program addressing the institution's sexual abuse/assault prevention and intervention program. Written policy, procedure and practice shall provide all staff, to include

volunteers, receive such training prior to assumption of duties and on an annual basis as part of the institution's in-service training plan.

Pre-service and in-service training shall be augmented with specialized training and continuing education for appropriate staff (e.g., case managers, counselors, psychology services staff, chaplaincy staff, correctional officers, investigatory officials, health/mental health care providers, etc.).

The contractor shall provide disturbance control training to appropriate staff.

## **F. Case Records**

### Inmate Files

All inmate files (e.g., central files, medical files, judgment and commitment (J&C) files, etc.) are to be prepared, maintained and disposed of in accordance with BOP format and procedures.

Policy and procedures shall be developed to ensure the confidentiality and security of all inmate central files (e.g., J&C files, central files, United States Parole Commission mini-files) in accordance with PS 5800.13, Inmate Systems Management Manual, dated 6/28/02, PS 5800.11, Inmate Central File, Privacy Folder, and Parole Mini-Files, dated 12/31/97, and in accordance with all applicable federal provisions (e.g., 5 USC 552 and 552a).

### Records Office Procedures

The contractor shall interact with other agencies to satisfy outstanding inmate obligations, including, but not limited to:

- 1) processing of federal and state writs;
- 2) administration of the Interstate Agreement on Detainers;
- 3) detainer inquiries;
- 4) lodging and removal of detainers;
- 5) notification requests from other agencies; and
- 6) coordination of transfer/inmate movement in and out of the facility in accordance with PS 5800.13, Inmate Systems Management Manual, dated 6/28/02, Chapter 8; PS 5875.12, Transfer of Inmates to State Agents for Production on State Writs, dated 7/31/03; and PS 5800.12, Receiving and Discharge Manual, dated 8/17/98.

1 No BOP inmate shall be admitted to the institution unless  
2 designated by the BOP. No BOP inmate shall be permanently  
3 released from custody without BOP written approval.

4 The contractor shall use SENTRY for the following procedures:  
5 admissions and releases; inmate counts; medical data; inmate  
6 work, housing assignments, classification and programming;  
7 education data; discipline data; victim/witness program; sentence  
8 computations, including good time; and United States Parole  
9 Commission actions. The contractor has the option to use SENTRY  
10 for any other procedures as approved by the COR.

11 The contractor shall: maintain inmate J&C files; maintain file  
12 accountability and security; respond to inmate inquiries; respond  
13 to outside requests for information; verify release methods and  
14 dates prior to an inmate's release; scan all J&C file documents  
15 and electronically submit to BOP; and make any changes as  
16 directed by the BOP.

17 The contractor shall sign the Release Authorization after  
18 certification and final audit has been performed by Designation  
19 and Sentence Computation Center (DSCC) staff.

20 The contractor shall comply with the Privacy Act of 1974 (5 USC  
21 552a) and 28 CFR Parts 16 and 513.

#### 22 Pre-Sentence Investigation Reports

23 An inmate's Pre-Sentence Investigation Reports (PSR) and  
24 Statements of Reasons (SOR) from criminal judgments are provided,  
25 where authorized by the court, to the contractor to facilitate  
26 sentence administration functions only (e.g., classification,  
27 designation, programming, sentence calculation, pre-release  
28 planning, escape apprehension, prison disturbance response,  
29 sentence commutation, pardon and deportation proceedings of the  
30 inmate). The contractor is prohibited from disclosing copies of,  
31 or information from, these documents to persons unrelated to the  
32 inmate's sentence administration. Requests for access to these  
33 documents from any persons unrelated to the offender's sentence  
34 administration should be referred to the BOP in accordance with  
35 28 CFR 513.

36 The contractor must provide inmates local access to review their  
37 own PSRs and SORs, but is prohibited from allowing inmates to  
38 obtain and/or possess photocopies. Local access means contractor  
39 staff must provide inmates reasonable opportunities to locally  
40 review their PSRs and SORs as staff time and official duties

1 permit. During local reviews, inmates are allowed to make  
2 handwritten notes, including hand copying the document word-for-  
3 word. Only the photocopy replication of these documents is  
4 prohibited.

5 PSRs and SORs are part of the inmate's central file, and the  
6 contractor shall manage these documents in accordance with  
7 PS 5800.11, Inmate Central File, Privacy Folder, and Parole  
8 Mini-Files, dated 12/31/97. For example, when inmates are  
9 transferred from the contractor facility to another facility, the  
10 entire inmate central file shall be transferred to the new  
11 facility. Similarly, when an inmate is released from the  
12 sentence, the entire inmate central file shall be archived as a  
13 BOP record.

## 14 **G. Information Systems and Research**

### 15 Information Systems

16 The BOP information system environment includes mainframe,  
17 Local Area Network (LAN) and Wide Area Network (WAN) components.  
18 The BOP mainframe software environment exists in an internally  
19 developed application named SENTRY which is used to support  
20 facility operations. The contractor shall provide and maintain  
21 hardware and software to access SENTRY in the manner referenced  
22 in Section J to operate the facility.

23 The contractor shall appoint a SENTRY security manager who shall  
24 be the contractor's point of contact for SENTRY use at the  
25 institution. It is suggested the SENTRY security manager be a  
26 collateral duty appointment. All contractor and subcontractor  
27 staff being granted access to SENTRY shall sign a SENTRY Rules of  
28 Behavior form located in Section J. The SENTRY security manager  
29 shall keep these on file.

30 The technical hardware environment in which computer services are  
31 to be performed consists of IBM-compatible Personal Computers  
32 (PC) operating on a LAN. In addition to providing for the inter-  
33 connection of PC workstations, the LAN also provides connections  
34 to a BOP centralized gateway which connects to an IBM-compatible  
35 mainframe computer located in a DOJ data center.

36 All network operating system hardware furnished by the  
37 contractor shall be compatible with BOP equipment throughout  
38 the life of the contract at the contractor's expense.

39 The contractor is required to provide the hardware and software  
40 contained in Section J in order to participate in the BOP's

1 information system environment.

2 All network operating system software, applications software and  
3 configurations not furnished by the Government shall be the same  
4 release, version and configuration currently specified by the  
5 contract. The contractor shall adhere to PS 1237.14, Personal  
6 Computers and Network Standards, dated 5/7/07, and its associated  
7 Technical Bulletins.

8 The contractor shall ensure the inmate "automated system of  
9 records" is compatible with standard BOP facility and operational  
10 requirements.

11 If it is technically feasible and if approved by the BOP Chief  
12 Information Officer (CIO), the contractor shall be permitted  
13 access to the following programs: Victim Notification System  
14 (VNS), Centra, Web 106, Joint Automated Booking System (JABS) and  
15 the Magic Help Desk (one license per facility). Access shall be  
16 coordinated through the COTR and COR.

17 The contractor shall adhere to PS 1237.13, Information Security  
18 Programs, dated 3/31/06, which governs such areas as: security  
19 for and access to sensitive information and systems; minimum  
20 personnel security pre-requisites for computer system users and  
21 administrators; and security and access to computer rooms, etc.

22 The contractor shall ensure fundamental information technology  
23 resources (computer hardware, network and operating system  
24 software and telecommunications facilities) used in performance  
25 of this contract function properly and are maintained in good  
26 operating condition. A minimum Operational Availability Rate  
27 (OAR) of 97% is required for all such resource components. The  
28 contractor shall ensure such resources are compatible with  
29 existing BOP equipment, systems and data exchange functions.

30 GroupWise shall be configured as an external domain to the BOP  
31 primary domain and shall have no physical or logical connections  
32 to any internal or external mail system other than the BOP.

33 Unless specifically approved by the BOP CIO and the COR, the  
34 contractor's network shall have no physical or logical  
35 connectivity to any external systems except to the BOP WAN.  
36 The contractor shall have video conferencing capabilities which  
37 can be utilized for Government supplied training, inmate legal  
38 hearings as required by the Government, conferences, etc. In  
39 order to support video conferencing, the video teleconference  
40 device must be approved by the Computer Services and User Support  
41 Branch prior to purchase. The device must be statically

1 addressed with an address provided by the BOP National Network  
2 Communications (NNC) Branch. The LAN port used for the video  
3 unit must be capable of fixed speed and duplex configuration and  
4 verified by NNC.

#### 5 Research

6 Advance approval from the COR shall be obtained for all proposed  
7 research projects. These include projects conducted by the  
8 contractor, subcontractors, or any other party. The COR shall be  
9 advised of the progress of all research projects, have total  
10 access to all documents and be provided a copy of the final  
11 report prior to any publication.

12 The contractor is required to participate in any research task  
13 pursued by the Government and shall gather and provide any  
14 information requested. Contractor participation is anticipated  
15 to be primarily in the area of gathering and submitting  
16 statistical information.

17 At the discretion of the Government, an independent evaluator,  
18 compensated by the Government, may interview and/or administer  
19 surveys to staff and inmates.

#### 20 **H. Physical Plant**

21 The facility shall be operated and maintained to ensure inmates  
22 are housed in a safe, secure and humane manner. All equipment,  
23 supplies and services shall be contractor furnished except as  
24 otherwise noted in this contract.

25 The facility shall be designed, constructed, operated and  
26 maintained in accordance with all applicable federal, state and  
27 local laws, regulations, codes, guidelines and policies. In the  
28 event of a conflict between federal, state or local laws, codes,  
29 regulations or requirements, the most stringent shall apply. In  
30 the event there is more than one reference to a safety, health or  
31 environmental requirement in an applicable law, standard, code,  
32 regulation or Government policy, the most stringent requirement  
33 shall apply.

34 The contractor shall provide and maintain an electronic security  
35 alarm system which will identify any unauthorized access to the  
36 institution's secure perimeter.

37 The facility shall comply with the International Code Council  
38 (ICC) family of codes, including, but not limited to, the  
39 following:



- 1) International Building Code (IBC);
- 2) International Plumbing Code (IPC);
- 3) International Mechanical Code (IMC); and
- 4) International Energy Conservation Code (IECC).

The contractor shall comply with the National Electric Code (NEC). Fire protection and life safety issues shall be governed by the latest edition of the National Fire Protection Association (NFPA) 101, Code for Safety to Life from Fire in Buildings and Structures, and applicable National Fire Codes (NFC). Should conflicts occur between other codes and NFC, NFC shall apply. The contractor shall comply with state and local building codes to the maximum extent possible.

The facility shall comply with the Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction (E.O. 12699). The seismic safety requirements, as set forth in the ICC family of codes, are the minimum standards. Should the code applicable for the state in which the facility is located be more stringent than the other codes set forth herein, the state code shall prevail. If the code cannot be applied, then the locally adopted codes would prevail for building standards and seismic acceptability.

The facility shall comply with the requirements of the American with Disabilities Act (ADA). All areas of the buildings and site shall meet these requirements.

Activities implemented, in whole or in part, with federal funds, must comply with applicable legislation and regulations established to protect the human or physical environment and to ensure public opportunities for review. The contractor shall remain in compliance with federal statutes during performance of the contract to include, but not be limited to, the Clean Air Act, Clean Water Act, Endangered Species Act, Resource Conservation and Recovery Act and other applicable laws, regulations and requirements. The contractor shall also comply with all applicable limitations and mitigation identified in any Environmental Assessment or Environmental Impact Statement prepared in conjunction with the contract pursuant to the National Environmental Policy Act, 42 USC 4321.

The contractor shall be responsible for and shall indemnify and hold the Government harmless for any and all spills, releases, emissions, disposal and discharges of any toxic or hazardous substance, pollutant or waste, whether sudden or gradual, caused by or arising under the performance of the contract or any substance, material, equipment or facility utilized therefore.

1 For the purposes of any environmental statute or regulation, the  
2 contractor shall be considered the "owner and operator" for any  
3 facility utilized in the performance of the contract and shall  
4 indemnify and hold the Government harmless for the failure to  
5 adhere to any applicable law or regulation established to protect  
6 the human or physical environment. The contractor shall be  
7 responsible in the same manner as above regardless of whether  
8 activities leading to or causing a spill, release, emission or  
9 discharge are performed by the contractor, its agent or designee,  
10 an inmate, visitor, or any third party.

11 Should any spills or releases of any substance into the  
12 environment occur, the contractor shall immediately report the  
13 incident to the CO. The liability for the spill or release of  
14 such substances rests solely with the contractor and its agents.

15 A safety program shall be maintained in compliance with all  
16 applicable federal, state and local laws, statutes, regulations  
17 and codes. The contractor shall comply with the requirements of  
18 the Occupational Safety and Health Act of 1970, 29 USC 651, et  
19 seq., and all codes and regulations associated with 29 CFR 1910  
20 and 1926.

21 All fire detection, communication, alarm, annunciation,  
22 suppression and related equipment shall be operated, inspected,  
23 maintained and tested in accordance with the most current edition  
24 of NFPA 72, National Fire Alarm Code. Contractor shall provide  
25 proof of testing and inspections as listed in NFPA 72 and NFPA  
26 13, Installation of Sprinkler Systems, when required.

27 Promptly after the occurrence of any physical damage to the  
28 institution (including disturbances), the contractor shall report  
29 such damage to the COR. It shall be the responsibility of the  
30 contractor to repair such damage, rebuild or restore the  
31 institution consistent with the master design and construction  
32 specifications for the facility at no cost to the Government.  
33 Any deviation from the original design and construction  
34 specifications shall require the prior written concurrence of the  
35 CO.

36 The BOP anticipates a nominal number of BOP staff will be on site  
37 to monitor contract performance and manage other BOP interests  
38 associated with operation of the facility. With BOP concurrence,  
39 the contractor shall designate approximately 2,500 square feet of  
40 secure administrative office space for BOP staff operations as  
41 indicated in Section J. BOP office space shall be located within  
42 close proximity to the administrative office space for the  
43 contractor's staff.

1 All office and multiple use space shall be climate controlled and  
2 complete with appropriate electrical, communication and phone  
3 connections. The contractor shall be responsible for all  
4 maintenance, security and costs associated with space designated  
5 for Government staff.

6 The contractor shall provide no less than 10 parking spaces for  
7 Government use.

## 8 **I. Security and Control**

### 9 Use of Force

10 Any use of force by the contractor shall at all times be  
11 consistent with all applicable policies of the Government. All  
12 use of lethal force by the contractor or any other authority  
13 shall be in compliance with PS 5500.12, Correctional Services  
14 Procedures Manual, dated 10/10/03, Chapter 7, Section 702, Use of  
15 Firearms. All use of less lethal force by the contractor or any  
16 other authority shall be in compliance with PS 5566.06, Use of  
17 Force and Application of Restraints, dated 11/30/05.

18 All use of force incidents shall be reported in accordance with  
19 PS 5500.12, Correctional Services Procedures Manual, dated  
20 10/10/03, Chapter 6, Sections 602, 604 and 605, After-Action  
21 Review and Reporting.

### 22 Arrest Authority

23 The contractor shall have appropriate arrest authority in order  
24 to maintain the security of the correctional institution.  
25 The contractor shall ensure the arrest authority meets the  
26 following standards so an officer or employee of the contractor  
27 may:

- 28 1) make arrests on or off facility property without  
29 warrant for the following violations regardless of  
30 where the violation may occur: assaulting staff,  
31 escape, attempted escape and assisting escape;
- 32 2) make arrests on facility property without warrant for  
33 the following violations: theft, depredation of  
34 property, contraband, mutiny and/or riot and trespass;  
35 and
- 36 3) arrest without warrant for any other offense committed  
37 on facility property if necessary to safeguard  
38 security, good order or Government property

1 if such officer or employee of the contractor has  
2 reasonable grounds to believe the arrested person is  
3 guilty of such offense and if there is likelihood of  
4 such person's escaping before an arrest warrant can be  
5 obtained. If the arrested person is a fugitive from  
6 custody, such inmate shall be returned to custody.

#### 7 Inmate Accountability

8 SENTRY shall be used for reporting all official counts.  
9 Documentation shall be maintained to support all counts.

#### 10 Key Control

11 The contractor shall develop policy and procedures for the  
12 maintenance and security of keys and locking mechanisms to  
13 include: method of inspection to expose compromised locks or  
14 locking mechanisms; method of replacement for damaged keys and/or  
15 locks; preventative maintenance schedule for servicing locks and  
16 locking mechanisms; restrictions on removal of keys from the  
17 facility and issuance of emergency keys. The contractor shall  
18 notify the BOP in the event any key or locking mechanism is lost  
19 or compromised.

#### 20 Tool Control

21 All controlled tools, equipment and hazardous materials shall be  
22 classified by security risk.

#### 23 Inmate Transportation

24 The contractor is responsible for the movement/transportation of  
25 all inmates within a 400 mile radius of the contract facility.  
26 The contractor shall utilize restraint equipment identical to the  
27 BOP's (Peerless standard 10 oz. hand restraints and 15 oz. leg  
28 restraints; American Padlock with a PTKB-1 key-way code 23638)  
29 when one-for-one equipment exchange is required (e.g., airlifts).

#### 30 Intelligence Operations

31 Policy and procedures for collecting, analyzing, disseminating  
32 and safeguarding intelligence information regarding issues  
33 affecting safety, security and the orderly operation of the  
34 facility shall be developed.

35 The contractor shall have a position at the institution dedicated  
36 to intelligence operations. The position shall be known as an  
37 Intelligence Officer (IO).

1 The contractor shall develop a urine and alcohol surveillance  
2 program at the facility which complies with PS 6060.08, Urine  
3 Surveillance and Narcotic Identification, dated 3/8/01, and CFR  
4 28.550.10. Only laboratories certified by the Substance Abuse  
5 and Mental Health Services Administration, Department of Health  
6 and Human Services, shall be used for urine surveillance.

7 If authorized to do so under applicable law, the IO shall be  
8 responsible for administration of the inmate telephone monitoring  
9 program. These responsibilities include, but are not limited to:  
10 gathering intelligence from monitored inmate telephone calls and  
11 producing concise intelligence summaries of the calls; subject  
12 matter expertise on inmate telephone monitoring procedures; and  
13 use of telephone monitoring equipment.

14 All requests by law enforcement authorities, other than BOP  
15 staff, regarding inmate telephone monitoring shall be immediately  
16 referred to the COR.

17 The IO office shall have SENTRY access. The IO will be required  
18 to utilize various BOP information data bases in the performance  
19 of required duties. All IO computer hardware/software and  
20 related telephone recording equipment/monitoring media shall be  
21 designated as "Sensitive But Unclassified." Areas containing  
22 such equipment shall be designated as "Restricted" and "Limited  
23 Access" areas. Inmates are prohibited from entering or working  
24 in the IO office and the inmate telephone monitoring and  
25 telephone media library rooms.

26 The IO shall submit information and reports as requested by the  
27 BOP. The IO shall provide the BOP with quarterly intelligence  
28 updates relating to intelligence gathered by using the Automated  
29 Intelligence Management System (AIMS). The IO shall participate  
30 in meetings and training as requested by the BOP.

### 31 Intervention Equipment

32 The contractor shall submit to the COR a proposed inventory of  
33 intervention equipment for approval (e.g., weapons, munitions,  
34 chemical agents, electronics/stun technology, etc.) intended for  
35 use during performance of this contract 30 days prior to NTP.  
36 The contractor shall submit any changes to the intervention  
37 equipment inventory to the COR for approval prior to use.

38 The use and carrying of weapons for training shall meet all  
39 federal, state and local laws and regulations.

1     Reporting

2     The contractor shall report all criminal activity related to the  
3     performance of this contract to the BOP and the appropriate law  
4     enforcement investigative agency (e.g., state/local authorities,  
5     Federal Bureau of Investigation, United States Marshals Service).  
6     The contractor shall telephonically report immediately any  
7     serious incident to the COR and submit a report of the incident  
8     using Report of Incident (Form BP-A583) by the next business day.  
9     Serious incidents include, but are not limited to: activation of  
10    disturbance control team(s); disturbances (including gang  
11    activities, group demonstrations, food boycotts, work strikes,  
12    work-place violence, civil disturbances/protests); staff use of  
13    force, including use of immediate, calculated lethal and less  
14    lethal force; inmates in restraints more than eight hours;  
15    assaults on staff/inmates resulting in injuries requiring medical  
16    attention (does not include routine medical evaluation after the  
17    incident); fights resulting in injuries requiring medical  
18    attention; fires; full or partial lock down of the facility;  
19    escapes; weapons discharge; suicide attempts; deaths; hunger  
20    strikes; adverse incidents that attract unusual interest or  
21    significant publicity; adverse weather (e.g., hurricanes, floods,  
22    ice/snow storms, heat waves, tornadoes); fence damage; power  
23    outages; bomb threats; central inmate monitoring cases (non-  
24    separation) transported to a community hospital; significant  
25    environmental problems that impact the facility operations;  
26    transportation accidents (airlift, bus, etc.) resulting in  
27    injuries, death or property damage; and inmate sexual assaults.

28    An After-Action Review Report (Form BP-A586) shall be generated  
29    for all major incidents in accordance with PS 5500.12,  
30    Correctional Services Procedures Manual, dated 10/10/03.

31    Attempts to apprehend escapee(s) shall be in accordance with the  
32    contractor's established emergency plans and procedures set forth  
33    in PS 5553.07, Escapes/Deaths Notifications, dated 2/10/06, and  
34    Report of Incident (Form BP-A583).

35    Investigations

36    The Government may investigate any incident pertaining to  
37    performance of this contract. The contractor shall cooperate  
38    with the Government on all such investigations.

39    Sexual Assault

40    The contractor shall comply with the policies and procedures for  
41    establishment of a sexual abuse/assault program as contained in

1 PS 5324.06, Sexually Abusive Behavior Prevention and Intervention  
2 Program, dated 4/27/05.

### 3 **J. Discipline**

4 The contractor shall comply with the policy and procedures for  
5 inmate discipline as contained in 28 CFR 541 and PS 5270.07,  
6 Inmate Discipline and Special Housing Units, dated 3/20/06. All  
7 data regarding the discipline incident report process for inmates  
8 shall be entered into SENTRY.

### 9 **K. Inmate Rights**

10 In addition to the contractor's grievance policy, the contractor  
11 shall develop procedures for inmates to file administrative  
12 remedy appeals in accordance with 28 CFR Part 542 for issues  
13 outside the contractor's scope of responsibility as determined by  
14 the BOP. The contractor shall accept and respond to the appeal  
15 to the extent possible with further appeal to the BOP. Appeals  
16 to the BOP must be submitted in the English language.

17 The contractor shall stock and provide inmates with BOP  
18 administrative remedy forms. The contractor shall utilize SENTRY  
19 to facilitate the administrative remedy process. When relief is  
20 granted upon appeal, the contractor shall take corrective action  
21 as indicated in the response.

22 The contractor shall comply with the Religious Freedom  
23 Restoration Act of 1993, 42 USC 2000bb, et seq., and ensure the  
24 religious services programs are consistent with this Act.

### 25 **L. Reception and Orientation**

#### 26 Admission and Release Procedures

27 The contractor shall comply with PS 5800.12, Receiving and  
28 Discharge Manual, dated 8/17/98, when entering inmate admission  
29 and release data.

30 The search of inmates admitted to the facility or released to any  
31 authority shall include a strip search performed by contractor  
32 staff. The search shall be conducted by persons of the same  
33 gender except in urgent circumstances.

34 Inmates shall be fingerprinted using Government supplied forms  
35 and submitted to the FBI in accordance with PS 5800.12, Receiving  
36 and Discharge Manual, dated 8/17/98.

1 The intake process shall include, at a minimum, medical, social  
2 and psychological screening within 24 hours of inmate arrival at  
3 the facility and prior to inmate release to the general  
4 population. For all newly committed inmates, a psychological  
5 assessment shall be completed within 14 days of arrival at the  
6 facility. For inmates transferring from a BOP institution, a  
7 psychological update of the inmate is sufficient in lieu of the  
8 psychological assessment.

9 The contractor shall ensure all requirements related to  
10 PS 5180.05, Central Inmate Monitoring System, dated 12/31/07, are  
11 maintained.

12 In cases where inmates are being transferred to or from foreign  
13 countries, 28 CFR 527 and 18 USC 4100, et seq., shall be  
14 followed.

15 Program Statement 5580.07, Personal Property, Inmate, dated  
16 12/28/05, provides procedures related to inmate property.  
17 Property of inmates transferred to other facilities shall meet  
18 the requirements of the above program statement. In the event  
19 property outside the scope of PS 5580.07 accompanies an inmate  
20 departing the contract facility, the property shall be returned  
21 to the facility for disposition at the contractor's expense. All  
22 inmate personal property shall be inventoried and an Inmate  
23 Personal Property Record (Form BP-A383) completed upon inmate  
24 admission or discharge.

#### 25 DNA Analysis Procedures

26 The contractor shall develop and implement procedures to comply  
27 with the DNA Analysis Backlog Elimination Act of 2000 (P.L. 106-  
28 546) and USA Patriot Act (P.L. 107-560). These laws require DNA  
29 samples to be obtained from inmates convicted of qualifying  
30 federal offenses as determined by the Attorney General. A list  
31 of qualifying offenses, subject to change by determination of the  
32 Attorney General, is included as an attachment in Section J.  
33 Subsequent changes to the list of qualifying offenses shall be  
34 disseminated to the contractor by the COTR. The law applies to  
35 inmates with current or past qualifying offenses. The contractor  
36 shall develop procedures to identify inmates currently in custody  
37 who meet the statutory requirement for DNA testing. Inmates  
38 coming into custody will have DNA requirements identified by the  
39 BOP.

40 The FBI will supply standardized DNA collection kits to the  
41 contractor. The FBI analyzes the collected samples and maintains  
42 the Combined DNA Index System (CODIS).



1 The contractor shall adhere to the SENTRY instructions for DNA  
2 collection as provided by the BOP. Inmates found to have  
3 qualifying offenses will be identified thru SENTRY. DNA sampling  
4 must occur prior to an inmate's release. If an inmate has  
5 already provided a DNA sample as identified in SENTRY, another  
6 sample is not required.

7  
8 The contractor shall provide notification using a BOP approved  
9 format of the Notice of Release and Arrival (Form BP-A714) to the  
10 appropriate authorities (United States Probation or Court  
11 Services or Offender Supervision Agency) of each inmate releasing  
12 to a term of community supervision and subject to this law,  
13 indicating if a DNA sample has been collected.

#### 14 **M. Classification**

15 Inmates shall be housed in a unit where the contractor shall  
16 ensure appropriate supervision, informal interaction and early  
17 problem identification and resolution is provided.

18 Unit team members shall be accessible from the housing unit and  
19 available to the population. Individual and group counseling  
20 shall be available.

21 Programming shall be reviewed with individual inmates on a  
22 regular basis.

23 The contractor shall enter and keep current all required SENTRY  
24 transactions and written documentation related to the  
25 classification and program review of inmates, progress reports  
26 and Central Inmate Monitoring System. A system of records and  
27 review to ensure compliance with PS 5100.08, Inmate Security  
28 Designation and Custody Classification, dated 9/12/06, and 28 CFR  
29 shall be maintained.

30 The contractor shall follow all applicable provisions related to  
31 the Violent Crime Control and Law Enforcement Act of 1994 (P.L.  
32 103-332) ensuring all notification requirements are accomplished  
33 for appropriate inmates.

34 The facility shall develop and maintain a financial  
35 responsibility system to assist the inmate in developing a  
36 financial plan to meet legitimate financial obligations in  
37 accordance with 28 CFR 545.10.

38 The contractor shall develop policy and procedures for the  
39 facility concerning victim and/or witness notification for  
40 appropriate inmates which meet the requirements outlined in

1 28 CFR 551 Subpart M, §551.150-551.153; Victim and Witness  
2 Protection Act of 1982 (P.L. 97-291); Crime Control Act of 1990  
3 (P.L. 101-647); and Violent Crime Control and Law Enforcement Act  
4 of 1994 (P.L. 103-332).

5 The contractor shall develop policy and procedures to comply with  
6 the provisions of the Adam Walsh Child Protection and Safety Act  
7 of 2006 (H.R. 4472) as outlined in the Procedures for  
8 Implementation of Walsh Act Civil Commitment of Sexually  
9 Dangerous Persons located in Section J of the contract.

10 The procedures shall ensure the contractor reviews all inmate  
11 files to determine qualifying conduct for establishing an  
12 appropriate Adam Walsh Case Management Assignment (CMA)  
13 assignment. No inmate shall be released without a Walsh CMA  
14 assignment.

#### 15 **N. Health Care**

16 The contractor shall provide all essential health care services  
17 while meeting the applicable standards and levels of quality  
18 established by the ACA and the designated BOP National Health  
19 Care Accreditation Provider, The Joint Commission. In addition,  
20 the contractor shall adhere to all applicable federal, state and  
21 local laws and regulations governing delivery of health services.

22 The contractor's facility shall obtain full accreditation by the  
23 BOP's accepted medical accreditation organization within 24  
24 months of NTP and shall maintain continual compliance with the  
25 accreditation standards during performance of the contract. The  
26 BOP's current medical accreditation is by The Joint Commission.

27 Failure to perform in accordance with contract requirements and  
28 to obtain full accreditation by the BOP's accepted medical  
29 accreditation organization within 24 months of NTP may result in  
30 a reduction of the monthly operating price in accordance with the  
31 contract terms.

32 The BOP has established standards of medical care to be provided  
33 to all individuals for whom they are responsible, regardless of  
34 the setting in which they receive such care. These standards are  
35 articulated through BOP Program Statements (PS), Operations  
36 Memoranda (OM), Technical Reference Manuals (TRM) and clinical  
37 practice guidelines. The contractor shall establish policies,  
38 procedures and protocols which assure the services it provides  
39 meet these standards.

40 The list below is provided for reference. There are portions of

particular BOP program statements included in this list for which compliance is mandatory (e.g., mortality review, testing for tuberculosis and other infectious diseases). The sections and the specific requirements are outlined later in the PWS.

PS 5310.12	<u>Psychology Services Manual</u> , dated 3/7/95
PS 6010.01	<u>Psychiatric Treatment and Medication, Administration Safeguards for</u> , dated 9/21/95
PS 6010.02	<u>Health Services Administration</u> , dated 1/15/05
PS 6013.01	<u>Health Services Quality Improvement</u> , dated 1/15/05
PS 6027.01	<u>Health Care Provider Credential Verification, Privileges, and Practice Agreement Program</u> , dated 1/15/05
PS 6031.01	<u>Patient Care</u> , dated 1/15/05
PS 6080.01	<u>Autopsies</u> , dated 5/27/94
PS 6090.02	<u>Health Information Management</u> , dated 10/13/08
PS 6190.03	<u>Infectious Disease Management</u> , dated 6/28/05
PS 6270.01	<u>Medical Designations and Referral Services for Federal Prisoners</u> , dated 1/15/05
PS 6340.04	<u>Psychiatric Services</u> , dated 1/15/05
PS 6360.01	<u>Pharmacy Services</u> , dated 1/15/05
PS 6370.01	<u>Laboratory Services</u> , dated 1/15/05
PS 6400.02	<u>Dental Services</u> , dated 1/15/05
PRG G6000I.04	<u>Program Review Guidelines - Health Services Institution</u> , dated 4/26/06
TRM 6001.03	<u>SENTRY Sensitive Medical Data/Medical Duty Status/Acuity Status</u> , dated 6/8/99
TRM 6501.06	<u>Pharmacy</u> , dated 2/28/01

#### Administration

Whenever possible, health care services shall be provided within the facility Health Services Unit (HSU). The contractor shall establish arrangements with local health care providers for emergency and medical services necessary for outpatient and inpatient health care not provided within the facility.

The contractor shall provide a minimum of one negative pressure room within the institution with the ventilation rate a minimum of 12 air exchanges per hour. The room shall also have an exhaust system to direct flow of air from the room to the outdoors or through High-Efficiency Particulate Air (HEPA) filters. The contractor shall have a negative pressure sensor device that will continuously monitor the pressure within the room.

The contractor shall provide adequate space for examination and

treatment of the patient population, along with medical equipment to provide care required by the population. Space allocations shall include:

- space for privacy in consultation and physical examination,
- facilities for providing urgent care,
- storage and disposal of biohazardous waste,
- dental treatment area,
- secure pharmacy area,
- specimen collection area, and
- secure medical record storage.

Medical equipment should allow providers to conduct routine physical examinations, diagnose and treat minor injuries, evaluate emergency conditions and life support equipment as appropriate to the setting (e.g., automatic external defibrillators or other similar device). The contractor shall maintain a medical equipment preventive maintenance plan.

### Services

The contractor shall have written plans, procedures and associated protocols for:

- routine (ambulatory) health care, mental health and dental services;
- 24/7 access to urgent/emergency medical treatment, including medical, mental health and dental emergencies;
- utilization of infirmary or "observation units" if they exist;
- initial health screening;
- health appraisal examination;
- daily triage of complaints;
- access to care procedures (scheduling appointments, consultations, diagnostic or treatment procedures, how care is provided in segregation or detention areas);
- special medical programs and services for, but not limited to:
- management of chronic and acute medical conditions;
- convalescent care;
- mental health and substance abuse services;
- health care specialists;
- physical therapy services;
- ancillary services - radiology, laboratory, etc.;
- dental services (routine and emergency);
- pharmaceutical services and supplies;

1           optometry services to include the provision of  
2           medically necessary eyeglasses;  
3           • health education;  
4           • medical diets;  
5           • medical management related to the use of force and  
6           restraints;  
7           • medical management of hunger strikes;  
8           • surveillance, control, diagnosis and treatment of  
9           infectious diseases; and  
10          • quality assurance/improving organizational performance  
11          provider licensure, credentialing, peer review.

## 12    Staffing

13    The contractor shall submit written plans and procedures for  
14    health care staffing of the facility. The plan will:

- 15  
16          • specify the duties and responsibilities of all staff  
17          providing clinical services;  
18          • specify the numbers and mix of staff providing  
19          services;  
20          • define the supervision of staff providing services;  
21          • ensure all duties and responsibilities of the clinical  
22          staff are consistent with applicable state licensing  
23          laws or regulations covering the practice of medicine,  
24          nursing, dentistry, or other regulated clinical  
25          professions;  
26          • ensure duties and responsibilities do not exceed the  
27          scope of practice as defined for any provider;  
28          • define the mechanism by which the contractor will  
29          ensure staff performing medical services are licensed  
30          or certified as required by law or regulation;  
31          • define the procedures for primary source verification  
32          of credentials;  
33          • define the process for granting privileges to licensed  
34          independent practitioners and how other providers are  
35          authorized to carry out their duties (agreements,  
36          protocols, standing orders, etc.).

## 37    Pharmacy Services

38    The contractor shall adhere to Part 1 of the Pharmacy TRM, the  
39    BOP National Formulary. The contractor shall obtain signed  
40    informed consents for medications used for psychiatric treatment  
41    which is located in the Pharmacy TRM.

## Infectious Disease Management Program

The contractor shall comply with all Occupational Safety and Health Administration (OSHA) regulations in the delivery of health care services. The contractor shall ensure all inmates are tested in accordance with PS 6190.03, Infectious Disease Management, dated 6/28/05.

The contractor shall comply with the most recent Centers for Disease Control and Prevention/Morbidity and Mortality Weekly Report (CDC/MMWR) "Prevention and Control of Tuberculosis in Correctional Facilities: Recommendations of the Advisory Council for the Elimination of Tuberculosis" and "Guidelines for Preventing Transmission of Mycobacterium Tuberculosis in Health-care Facilities."

The contractor shall comply with the most recent Department of Health and Human Services (DHHS) and United States Public Health Service (USPHS) guidelines related to the treatment of HIV and AIDS. These guidelines are available at [www.aidsinfo.nih.gov](http://www.aidsinfo.nih.gov). Specific guidelines include:

- "Guidelines for the Use of Antiretroviral Agents in HIV-Infected Adults and Adolescents"
- "Guidelines for the Prevention of Opportunistic Infections in Persons Infected with HIV"
- "Guidelines for the Management of Occupational Exposures to HBV, HCV, and HIV and Recommendations for Postexposure Prophylaxis"
- "Management of Possible Sexual, Injecting-Drug-Use, or Other Nonoccupational Exposure to HIV, Including Considerations Related to Antiretroviral Therapy"
- Prevention and Treatment of Tuberculosis Among Patients Infected with Human Immunodeficiency Virus: Principles of Therapy and Revised Recommendations"

The contractor shall comply with the most recent National Institutes of Health (NIH) "Consensus Development Conference Statement on the Management of Hepatitis C."

## Preventive Health Services

The contractor shall provide preventive health care to include immunizations and medical screening procedures consistent with those recommended by the United States Preventive Health Task Force.

## Management of Chronic Medical Conditions

For the treatment of chronic diseases, the contractor shall use current evidence-based clinical treatment guidelines promulgated by nationally recognized sources, such as the National Asthma Education Program; Joint National Committee on Prevention, Detection, Evaluation and Treatment of High Blood Pressure; National Cholesterol Education Program; American Diabetes Association; and American Psychiatric Association. The BOP Health Services Division has issued clinical treatment guidelines from the Office of the Medical Director based upon these and other nationally recognized guidelines and tailored to the correctional environment. These are available from the Health Services Division or at [www.nicic.org](http://www.nicic.org). The contractor shall specify which guidelines it has chosen to use and will be benchmarked against those guidelines.

## Quality Improvement

The contractor shall establish a clinical care quality assessment and improvement program along with a quality measurement system for health care services. The quality of services shall be assessed through this program, and the findings shall be available to the BOP upon request.

## Organ Donations/Transplants

All issues related to organ donations/transplants will be immediately reported to the COR for consultation with the BOP Medical Director who will evaluate on a case-by-case basis.

## Inmate Death

In the event of inmate death, the contractor shall immediately notify the COTR and submit a written report to the COR and BOP Medical Director, via GroupWise at BOP-HSD\Assistant Director within 24 hours. Also, a copy of this report must be sent to the BOP Office of Quality Management (OQM), via GroupWise at BOP-HSD\Quality Management. The written report shall include, at a minimum: name of the deceased, age, register number, date of death, preliminary cause of death, place of death, narrative containing brief clinical synopsis of events leading to death (including staff response and hospitalization) and past medical history. If an autopsy is to be performed, this information should be included. If the death occurred in the community hospital, length of hospitalization or emergency care must be included.

1 If death is due to violence, an accident surrounded by unusual or  
2 questionable circumstances or is sudden and the deceased has not  
3 been under immediate medical supervision, the contractor shall  
4 notify the coroner of the local jurisdiction to request review of  
5 the case and, if necessary, examination of the body (e.g.,  
6 autopsy). The contractor shall obtain the autopsy report if one  
7 is performed and submit it along with the Mortality Review Report  
8 mentioned below. If the autopsy, toxicology or tissue analysis  
9 is not completed by the coroner in the 30-day time frame  
10 mentioned below, the contractor will notify OQM, via GroupWise  
11 and forward the results as soon as they are available. The  
12 contractor shall establish coroner notification procedures  
13 outlining such issues as performance of an autopsy, who will  
14 perform the autopsy, obtaining state-approved death certificates  
15 and local transportation of the body.

16 Within 30 days of an inmate death, the Mortality Review Committee  
17 will complete the Mortality Review Report in its entirety and  
18 send it, accompanied by the original health record, to the Health  
19 Services Division, Office of Quality Management. Final autopsy  
20 reports, toxicology studies, death certificates, etc., are to be  
21 forwarded to OQM, via trackable mail immediately upon receipt.  
22 The contractor is required to conduct the mortality review using  
23 the Multi-Level Mortality Review (Form BP-A563) and to submit to  
24 the BOP Medical Director, via GroupWise with a copy to the COR.  
25 Program Statement 6013.01, Health Services Quality Improvement,  
26 dated 1/15/05, should be consulted for guidance. The BOP will  
27 have an external consultant review the report and provide written  
28 recommendations to the contractor, via the Medical Director.

29 If the Mortality Review Committee finds opportunities to improve  
30 the quality of care, the plan of action for improvement should be  
31 considered and, if appropriate, incorporated into the  
32 contractor's Quality Control Program. If the external consultant  
33 recommends improvement action, the contractor must address each  
34 recommendation and report any actions taken to the BOP Medical  
35 Director within 90 days of receipt of the recommendations.

36 The contractor is responsible for preparation and transportation  
37 of the body to the designated family member, nearest of kin, or  
38 Consular Officer of the inmate's country of legal residence.

39 Personal property of the deceased inmate shall be inventoried and  
40 forwarded to the designated family member, nearest of kin, or  
41 Consular Officer of the inmate's country of legal residence.



1     Medical Records

2     Consistency in content and format of medical records of inmates  
3     transferring between contract and BOP facilities is a critical  
4     component of care for inmates.

5     The contractor shall adhere to PS 6090.02, Health Information  
6     Management, dated 10/13/08, in preparing, formatting,  
7     documenting, maintaining, releasing of information and all  
8     medico-legal aspects of an inmate's medical record. The  
9     contractor is responsible for supplying medical record folders,  
10    consistent with the specification provided by the BOP, only for  
11    those inmates who are new designations into the facility or in  
12    cases where transferred medical records cannot be located. The  
13    Government shall provide the contractor a copy of all applicable  
14    Government forms necessary to document an inmate's medical  
15    record.

16    Data Collection and Management

17    The contractor shall comply with PS 6031.01, Patient Care, dated  
18    1/15/05, on Sensitive Medical Data/Medical Duty Status (SMD/MDS)  
19    for the reporting and accountability of medical data on all  
20    inmates assigned to the facility, including utilizing the SMD/MDS  
21    TRM.

22    Data collected for the assessment of the quality of care or for  
23    accreditation purposes will be made available to the BOP upon  
24    request.

25    Medical Redesignation Requests

26    The contractor shall comply with PS 6270.01, Medical Designations  
27    and Referral Services for Federal Prisoners, dated 1/15/05,  
28    regarding transfers and medical designations of inmates assigned  
29    to the facility. Medical designations to BOP medical centers or  
30    other Government facilities will be at the sole  
31    discretion of the BOP. In order to transport, the inmate must be  
32    medically cleared and stable for their mode of travel.

33    **O. Social Services**

34    Written procedures ensuring all inmates are considered for  
35    release to community-based programs consistent with 18 U.S.C.  
36    3624 and PS 7310.04, dated 12/16/98, Community Corrections Center  
37    Utilization and Transfer, shall be established.

38    The contractor shall develop and administer a furlough program

for eligible inmates consistent with the following statutory provisions: 18 U.S.C. 4082 and 3622 and 28 CFR 570.

Written procedures shall be developed which ensure that prior to release, inmates have adequate clothing, transportation to their release destination and are provided an appropriate gratuity.

No later than 11 months prior to projected release, a final and specific release plan which includes a community-based program shall be formulated for each inmate.

#### **P. Residential Drug Abuse Program (RDAP)**

##### Administration and Staffing

A unit/pod will be set aside for the RDAP. Only inmates who are waiting for the RDAP, participating in the RDAP, or who have completed the RDAP may reside on this unit/pod. The capacity for RDAP participants will be 48 inmates.

The contractor will employ a licensed or license eligible, psychologist to oversee the RDAP. His/her duties include, but are not limited to, psychological testing, when appropriate, interviewing and diagnosing inmates to determine if they are qualified for the RDAP, and the supervision of the drug abuse treatment specialists through weekly meetings with staff to discuss program operations, individual inmate cases, inmate progress, etc.

The contractor will employ, at a minimum, one drug abuse treatment specialist for every 24 inmates with a program capacity of 48 participants. Two drug abuse treatment specialists are required for a 48 bed RDAP. An additional drug abuse treatment specialist is required for drug abuse education courses and follow up to RDAP (non-residential drug treatment). All drug abuse treatment staff must be dedicated solely to the RDAP.

Total Staffing -       1 licensed psychologist  
                              3 certified drug abuse treatment specialists

The contract drug abuse psychologist must work toward licensure by the state's licensure board in the state where the facility is located, if not already licensed as a psychologist. Additionally, to satisfy the supervision component of drug abuse treatment specialist certification, the psychologist must work toward certification as a Clinical Substance Abuse Supervisor as defined by the state's requirement where the facility is located, if not already certified.

1 Contract drug abuse treatment specialists must work toward drug  
2 abuse treatment certification by the state's certifying board in  
3 the state where the facility is located, if not already certified  
4 to provide alcohol and drug counseling. Courses toward this  
5 certification are available on line.

6 The RDAP program, with the approval of the state substance abuse  
7 licensure board, will work toward becoming a licensed substance  
8 abuse program in the State where the facility is located if a  
9 license is obtainable.

#### 10 Training

11 Contract drug abuse treatment staff will receive 40 hours of  
12 training provided by the BOP's Subject Matter Expert(s) (SMEs)  
13 unless provided under a previous contract. Twenty-four hours of  
14 training will be conducted each year thereafter by the SME(s), or  
15 as assigned by the SME(s).

#### 16 Programming

17 Admission into the RDAP requires the inmate to volunteer for the  
18 program and a diagnosis of substance abuse or dependence as  
19 determined by the drug abuse treatment psychologist. The  
20 assessment for a drug use disorder is based upon a records review  
21 (for substantiating documentation) and a clinical interview with  
22 the drug abuse treatment psychologist. The psychologist will use  
23 the American Psychiatric Association's Diagnostic and Statistical  
24 Manual of Mental Disorders to make his or her diagnosis.

25 Each drug abuse treatment specialist will develop an  
26 individualized treatment plan based on a psycho-social interview  
27 with the inmate. Treatment plans are to be reviewed every 60  
28 days with the inmate. The review will cover the inmate's  
29 participation, and when appropriate, new goals and activities for  
30 which the inmate is responsible. The drug abuse treatment  
31 specialists will note interventions for inappropriate behaviors.

32 Priority for program admission to the RDAP is based upon the  
33 inmate's nearness to release.

34 The BOP program journals and facilitator guides are used for the  
35 basis of the drug education, non-residential drug abuse  
36 treatment, the RDAP and follow-up treatment. These materials are  
37 rooted in Cognitive Behavioral Therapy (CBT) theory and are based  
38 on the literature and research on drug abuse treatment and upon  
39 what has been found to work in correctional programs.

The RDAP Journals are presented in a three phase developmental series:

Phase I, Orientation, ordinarily two months;  
Phase II, Core Treatment Programming, four to five months; and,  
Phase III, Transition, ordinarily two months.

Inmates are not moved on to the next phase of treatment unless their behavior indicates positive values and behaviors that demonstrate change.

Whenever possible, the RDAP is to be conducted on the pod/unit.

Program organization is that of a modified therapeutic community as defined by the BOP.

All inmates must sign an Agreement to Participate.

Before completion of the RDAP, the drug abuse treatment specialist develops a treatment summary to transfer information on the inmate's strengths and weaknesses in the RDAP to the BOP's transitional drug abuse treatment staff and to the community-based treatment provider. Inmates who successfully complete the residential portion of the program, but do not immediately transition to a Residential Re-entry Center (RRC), will participate in Follow-up Transitional Programming. The Follow-up Transitional Program Journal and Facilitator Guide will be used.

The contractor is directed to contact the Office of the National Drug Abuse Programs Coordinator, Psychology Services, Central Office, for information on how to obtain the latest RDAP Journals and Facilitator Guide.

#### RDAP Program Completion

To successfully complete the RDAP, an inmate must complete (1) the unit-based component of the program, (2) the follow-up component, when moved to general population, and, (3) the transitional treatment component that requires participation in a community-based treatment program for no less than 120 days, when the inmate is transferred to the Residential Re-entry Center (RRC).

#### RDAP Program Failure

Program expulsion is based on inmate behavior. Ordinarily inmates are to be given at least one warning before removal from the RDAP. A formal warning is not necessary when the documented

1 lack of compliance with program standards is of such magnitude  
2 that an inmate's continued presence would create an immediate and  
3 on-going problem for staff and other inmates.

4 An inmate will be removed immediately by the drug abuse program  
5 psychologist if the DHO finds he or she has committed a  
6 prohibited act involving:

- 7 1) alcohol or drugs;
- 8 2) violence or threats of violence;
- 9 3) escape or attempted escape; or
- 10 4) any 100 level series incident.

11 An inmate may be expelled from the program without a formal  
12 intervention if the inmate is determined to have violated  
13 confidentiality.

#### 14 RDAP Achievement Awards

15  
16 Achievement awards are available to inmates who demonstrate pro-  
17 social behaviors, increasing progress, participation in group,  
18 etc. Awards may include:

- 19  
20 1. Limited financial awards, based upon the inmate's  
21 achievement/completion of program phases;
- 22 2. Consideration for the maximum of 180 days RRC  
23 placement;
- 24 3. Local institution incentives as allowed by the Warden,  
25 e.g., program t-shirts, books, notebooks, etc.
- 26 4. Early release if eligible. Early release is determined  
27 by the most current BOP policies on Drug Abuse  
28 Programming and Early Release Eligibility.

#### 29 Program Implementation

30 Contract drug abuse program staff will immediately register with  
31 the state's certifying board of the state the facility is  
32 located, for substance abuse certification(s). Staff must be  
33 certified within three years.

#### 34 Early Release

35 The contractor must know the policy and by which inmates are able  
36 to earn an early release for successful completion of the RDAP.

1     Policy Requirements

2     Contract staff shall implement programming using:

3     PS 5330.10, Drug Abuse Programs Manual, Inmate, dated 10/09/97;  
4     and, Early Release Procedures Under 18 U.S.C. § 3621(e).

5     Data Input

6     In SENTRY, all DRG "Drug" assignments must be kept up-to-date.

7     Reporting Requirements

8     The contractor will report to the Central Office Drug Abuse  
9     Program Coordinator quarterly, describing progress on  
10    implementation, programming, what is working and what is not  
11    working, and the number of DC inmates found eligible for an early  
12    release.

13    **Q.   Work and Correctional Industries**

14    Inmate labor shall be used in accordance with the inmate work  
15    plan developed by the contractor. The inmate work plan may  
16    include work or program assignments for industrial, maintenance,  
17    custodial, service, or other jobs.

18    Inmates shall not be used to perform the responsibilities or  
19    duties of an employee of the contractor. Appropriate safety/  
20    protective clothing and equipment shall be provided to the inmate  
21    population as appropriate. Inmates shall not be assigned work  
22    considered hazardous or dangerous. This includes, but is not  
23    limited to, areas or assignments requiring great heights, extreme  
24    temperatures, use of toxic substances, or unusual physical  
25    demands.

26    As applicable, inmates shall be paid identical rates of pay as  
27    those established by the BOP. Current established rates are in  
28    PS 5251.06, Inmate Work and Performance Pay, dated 10/1/08, and  
29    28 CFR 545.20. The contractor shall develop procedures whereby  
30    inmates receiving performance pay who are found through the  
31    disciplinary process to have committed a level 100 or 200 series  
32    drug- or alcohol-related prohibited act will have performance pay  
33    reduced to maintenance pay level and be removed from any assigned  
34    work detail outside the secure perimeter.

1     **R.   Academic and Vocational Education**

2     The contractor may provide voluntary educational programs (e.g.,  
3     English-as-a-Second-Language) .

4     The contractor shall comply with the Protection of Children from  
5     Sexual Predators Act of 1998 (P.L. 105-314). Inmates shall be  
6     restricted from access to interactive computer services.

7     Newspapers and other reading materials in languages applicable to  
8     the inmate population shall be provided in sufficient quantity  
9     and in a timely manner.

10    The contractor shall ensure literacy programs and records are in  
11    compliance with the Violent Crime Control and Law Enforcement Act  
12    of 1994 and the Prison Litigation Reform Act of 1996 and are  
13    consistent with procedures established by the BOP.

14    The contractor shall develop and make available to all inmates an  
15    education program which addresses the subject of sexual  
16    assault/sexual abuse. The content of the educational program  
17    must include topics such as: recognizing behaviors that are  
18    inappropriate, harassing or assaultive; how to seek protection;  
19    privacy rights; medical/psychological programs for victims of  
20    abuse; and how to make confidential reporting of sensitive issues  
21    to institution staff, BOP, or DOJ Office of Inspector General  
22    (OIG). The contractor shall augment the educational program by  
23    distributing informational posters and pamphlets to the inmate  
24    population.

25    A comprehensive parenting education program to promote and build  
26    family relationships shall be made available for voluntary  
27    attendance by the inmate population.

28    **Building Trades and Vocational Training Program**

29    The contractor shall provide an accredited or certified building  
30    trades program to the inmate population. Program design must  
31    ensure students receive a certificate(s) recognized by the  
32    relevant industries and employment sectors. Certificates must be  
33    marketable (lead to an entry level position).

34    Competency areas may include, but are not limited to: drywall,  
35    framing, blueprint reading, masonry, plumbing, electrical,  
36    roofing, and siding. The program design may include multiple  
37    training modules, each resulting in an individual certificate  
38    upon completion. This can allow for recognition of a single

1 module as a stand-alone marketable skill area.

2 At a minimum, participation should be maintained at 80 percent of  
3 class capacity.

#### 4 **S. Recreation and Activities**

5 The contractor shall comply with Section 611 of P.L. 104-208,  
6 Title I, Section 101(a) (the Zimmer Amendment), which addresses  
7 use of recreational equipment and materials by federal inmates.  
8 The contractor shall develop adequate and meaningful recreation  
9 programs for inmates at the facility.

10 The contractor shall not permit any of the restricted items or  
11 practices identified in Sections 612 and 615 of The Commerce,  
12 Justice, State Appropriations Act of 2000 (P.L. 106-113), as  
13 amended or re-authorized, in the facility.

#### 14 **T. Telephone**

15 The contractor shall provide a telephone system for inmates  
16 capable of accommodating both debit and collect telephone calls.  
17 The contractor shall establish procedures that permit inmates to  
18 make telephone calls, including cases of emergency or indigence.

19 The contractor shall implement telephone limitations as directed  
20 by the BOP.

21 Inmates in the Special Housing or Control Unit are entitled to a  
22 minimum of one social call per month.

23 The system shall prevent inmates from calling any telephone  
24 number not included on the inmate's official telephone list.  
25 Once an inmate submits the initial list, it must be processed  
26 (ordinarily within five work days) and may contain up to 30  
27 telephone numbers the inmate is authorized to call. Calls may be  
28 made, via debit or collect procedures except as otherwise  
29 authorized by the Warden of the facility for good cause. The  
30 contractor shall ensure any individual (United States residents  
31 only) placed on an inmate's telephone list receives notice they  
32 have been placed on such a list and document same. The  
33 contractor shall ensure the individual is provided with the means  
34 to remove themselves from the list.

35 A telephone number for a victim or a witness (as identified on  
36 the Pre-Sentence Investigation Report or as otherwise verified by  
37 staff) or telephone numbers assigned to any BOP institution,  
38 office or component or any telephone number of a recently



1 separated or current contract/BOP employee may not be placed on  
2 an inmate's telephone list without the Warden's express written  
3 permission.

4 The contractor shall allow each inmate the opportunity to update  
5 their telephone list no more than three times per month except as  
6 otherwise authorized by the Warden of the facility for good  
7 cause.

8 If authorized to do so under applicable law, the contractor shall  
9 monitor and record inmate telephone conversations. The  
10 contractor shall provide notice to inmates of the potential for  
11 monitoring. However, the contractor shall also provide  
12 procedures at the facility for inmates to be able to place  
13 unmonitored telephone calls to their attorneys of record.

14 Telephone rates shall not exceed the dominant carrier residential  
15 tariff rate and shall conform to all applicable federal, state  
16 and local telephone regulations.

17 Any income received by the contractor as a result of inmate  
18 telephone calls which is in excess of expenses incurred (to  
19 include refunds/rebates from carriers) shall offset the cost of  
20 this contract. The contractor shall provide the CO with copies  
21 of any contracts between the contractor and the inmate telephone  
22 system provider(s). The contractor shall provide the CO with all  
23 documentation in support of any agreement the contractor has  
24 regarding income, refunds, rebates and other monetary or non-  
25 monetary reimbursements involving the inmate telephone system.  
26 The contractor shall also provide the CO and COR with copies of  
27 all invoices and other documentation of expenses incurred and  
28 income received in regards to the inmate telephone system with  
29 its monthly request for contract payment and apply the credit  
30 against the monthly payment. The CO and COR shall have total  
31 access to all telephone operation records.

32 [End of Section]